

Schedule 4

Proofs of Claim

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:

Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000042090

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Legend Logistics Ltd.

c/o Capitol International LLC and Thomas R. Slome, Esq.

Shop No. 2, G/FL,

Meyer, Suozzi, English & Klein. PC

Emirates Centre - PO Box 41710

990 Stewart Avenue

Karama, Dubai U.A.E.

P.O Box 9194

Attn: Mr. R. Sakhrani

Garden City, New York 11530-9194

Telephone number: 97150 4553832 email: capitol@emirates.net.ae

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

See Rider Section 5

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 500,000.00 (Required) Plus Interest; See Rider

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0351261630

(Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

CA07696

See Rider and Certificate of Holding
(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

BNP Paribas Account No. 15512 at Clearstream
(Swift Code CEDELULLXXX)

(Required)

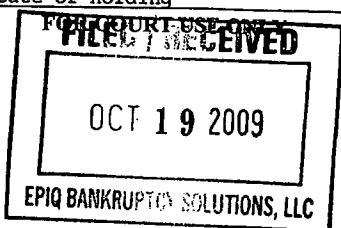
See Rider and Certificate of Holding

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

10/10/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

LEHMAN BROTHERS HOLDINGS INC., et al.,

Case No. 08-13555 (JMP)

Debtors.
-----X

(Jointly Administered)

RIDER TO LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

1. Basis for Claim.

Legend Logistics Ltd. ("Claimant") is the beneficial holder of the securities listed on the attached Certificate of Holdings (the "Certificate"). The Certificate provides the amount, type and ISIN Code for the securities, as well as the account number of the institution through which Claimant holds these securities. A "Blocking Number" is also reflected on the Certificate.

Claimant makes claim against Lehman Brothers Holdings Inc. (the "Debtor") for the principal amount of these securities, which is \$500,000), plus any and all applicable interest or other earnings or charges to which Claimant is entitled as a result of the ownership of these securities, including without limitation interest accruing on the securities before and after the September 15, 2008 date on which the Debtor filed its bankruptcy petition. Interest accrued and unpaid to that date is \$9,270.80.

2. Reservation of Rights.

Claimant reserves the right to amend or supplement this Proof of Claim to reflect any additional claims against the Debtor, to specify additional interest, costs, expenses or other charges or claims incurred by the Claimant and to file additional claims that may be based on the same or additional documents.

3. No Waiver.

This Proof of Claim is filed to protect the Claimant from forfeiture of the Claim. The filing of this Proof of Claim is not: (a) a waiver or release of the Claimant's rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this reference or otherwise challenge the jurisdiction of the Bankruptcy Court; (d) an election of remedy; (e) a waiver of any rights or claims the Claimant has against the Debtor or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (f) a waiver of past, present or future defaults or events of default.

4. Notices.

All notices to the Claimant should be sent to:

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.
Attn: Thomas R. Slome, Esq.
990 Stewart Avenue, Suite 300
P.O. Box 9194
Garden City, New York 11530-9194
Email: tslome@msek.com
Phone: 516-592-5772

Legend Logistics Ltd.
c/o Capitol International LLC
Shop No. 2, G/F1
Emirates Centre (San Fashion Bldg)
P.O. Box 41710
Karama, Dubai, U.A.E.
Attn: Mr. R. Sakhrani
Email: capitol@emirates.net.ae
Phone: 97150 4553832

5. Payment.

Payment on the claim should be made payable to Legend Logistics Ltd. and be sent to:

Legend Logistics Ltd.
c/o BNP Paribas (Suisse) S.A.
Selnaustrasse 16
CH -8022 Zurich
Switzerland

Capitol International LLC
P.O. Box 41710
Dubai
United Arab Emirates

Geneva, 01.09.2009

Certificate of holding

We are pleased to confirm that you, as client of our Bank, held, as per Mr/Ms....., the following position :

USD 500'000 – 7,5% LEHMAN BROTH TRSY 3/M LIB. 08-2018

(ISIN code: XS0351261630)

Those securities are registered on our account n° 15512 named BNP Paribas/clients assets opened at Clearstream, 42 Avenue J.F. Kennedy, 1855 Luxembourg (CEDELULLXXX).

The Blocking Number is CA07696

This information is delivered upon your request and in the context of the filing of Proof in the Lehman Brothers Holding Incorporated's bankruptcy proceeding. It is given to you without any liability and should not be interpreted as an undertaking on our part.

Yours faithfully,

BNP PARIBAS (SUISSE) SA

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

COUNSELORS AT LAW

ONE COMMERCE PLAZA
SUITE 1705
ALBANY, NEW YORK 12260
518-465-5551
FACSIMILE: 518-465-2033

1300 CONNECTICUT AVENUE, N.W.
SUITE 600
WASHINGTON, DC 20036
202-955-6340
FACSIMILE: 202-223-0358

990 STEWART AVENUE, SUITE 300
P.O. BOX 9194
GARDEN CITY, NEW YORK 11530-9194
516-741-6565

FACSIMILE: 516-741-6706
E-MAIL: meyersuozzi@msek.com
WEBSITE: <http://www.msek.com>

1350 BROADWAY, SUITE 501
P.O. BOX 822
NEW YORK, NEW YORK 10018-0026
212-239-4999
FACSIMILE: 212-239-1311

425 BROADHOLLOW ROAD, SUITE 405
P.O. BOX 9064
MELVILLE, NEW YORK 11747-9064
631-249-6565
FACSIMILE: 631-777-6906

THOMAS R. SLOME

October 16, 2009

VIA FEDEX

Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

Re: In re Lehman Brothers Holdings Inc.
Chapter 11 Case No. 08-13555 (JMP)

Dear Sir/Madam:

Enclosed is an original and one copy of a Lehman Securities Programs Proof of Claim, which we are submitting on behalf of our client, Legend Logistics Ltd.

Please file the original (together with its rider and other attachment) and return the copy, file stamped to show receipt, in the enclosed self-addressed post-paid envelope.

Very truly yours,



Thomas R. Slome

TRS/lg
encl.

This pouch is resealable.

Press Here. Press Here. Press Here. Press Here.

FedEx 11:45 STANDARD OVERNIGHT MON
11:45 7970 2506 8037 FROM
190CT09 RI
10017 - 0605 10 2008 XAOGSA
EWR

Page 1 of 1

From: Origin
To: Destination
Master: Success
800 Stewart A
Suite 300
Garden City, NY 11530

SHIP TO: (000) 000-0000
Lehman Bros. Hldgs. Claims Process
Epiq Bankruptcy Solutions, LLC
757 3RD AVE FRNT 3

NEW YORK, NY 10017

Ref # TRS 224017
Invoice #
PO #
Dept #

MON - 19OCT A1
STANDARD OVERNIGHT

TRK# 7970 2506 8037
0201

10017
NYJUS
EWR

SB O G S A



After printing this label:
Internal Use Only - 10/2008 651 4/05 BP

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re: Chapter 11
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)
Debtors. (Jointly Administered)

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000043481



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Creditor: SelectInvest Financial Service AG
1010 Vienna, Kaerntnerstrasse 51/Top 3a

Notices to: Bankhaus Schelhammer & Schattera AG
1010 Vienna, Goldschmiedgasse 3

Telephone number: Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Bankhaus Schelhammer & Schattera AG
Goldschmiedgasse 3, 1010 Vienna, Austria

Telephone number: +43153434 Email Address: bank.office@schelhammer.at

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ ---641,880.00--- (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0231181222 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

(Clearstream) CA34598 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

-38121- (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: 2009, Oct. 15
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

FILED / RECEIVED

OCT 21 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Bankhaus
Schelhammer & Schattera



Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076
United States of America
CERTIFIED MAIL / einschreiben

Vienna, 2009-10-15

Subject: Proofs of Claim based on Lehman Programs Securities
Adjustment of our transmitted Proof of Claim Form dated 2009-09-28

Dear Sirs and Madams!

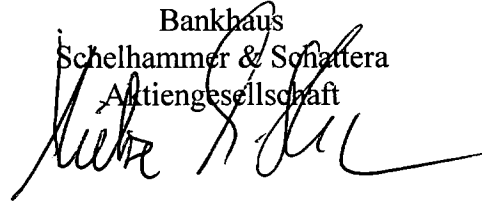
Referring to the subject mentioned above and our letter dated 2009-09-28 we kindly ask you to adjust our already transmitted Proof of Claim Form (dated see above) as we unfortunately have used a wrong blocking number. We hereby attach the "correct", duly completed form with the valid blocking number CA34598 in number 3.

Except the mentioned blocking number, everything else stays the same.

We also ask you to affirm the reception of this letter including the form per e-mail bank.office@schelhammer.at for our records.

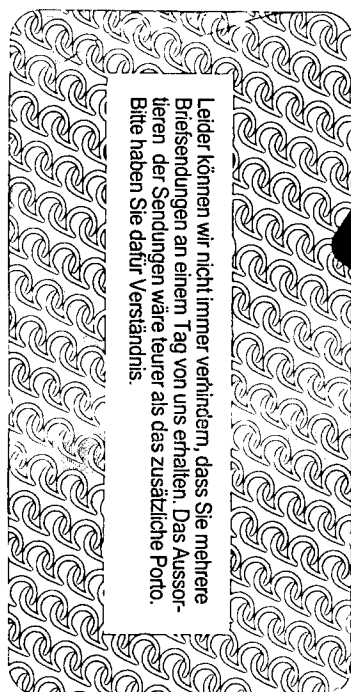
With kind regards,

Bankhaus
Schelhammer & Schattera
Aktiengesellschaft

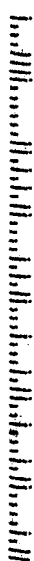


One Attachment
Proof of Claim Form

**PRIORITY
PRIORITAIRE**



1015035075 B026



**BANKHAUS
Scheelhammer & Schattera**
A-1011 Wien Postfach 618

RECEIVED

OCT 21 2009



WIEN

Österreich
€ EUROCENT
00350
P901325
16 10 09
1010

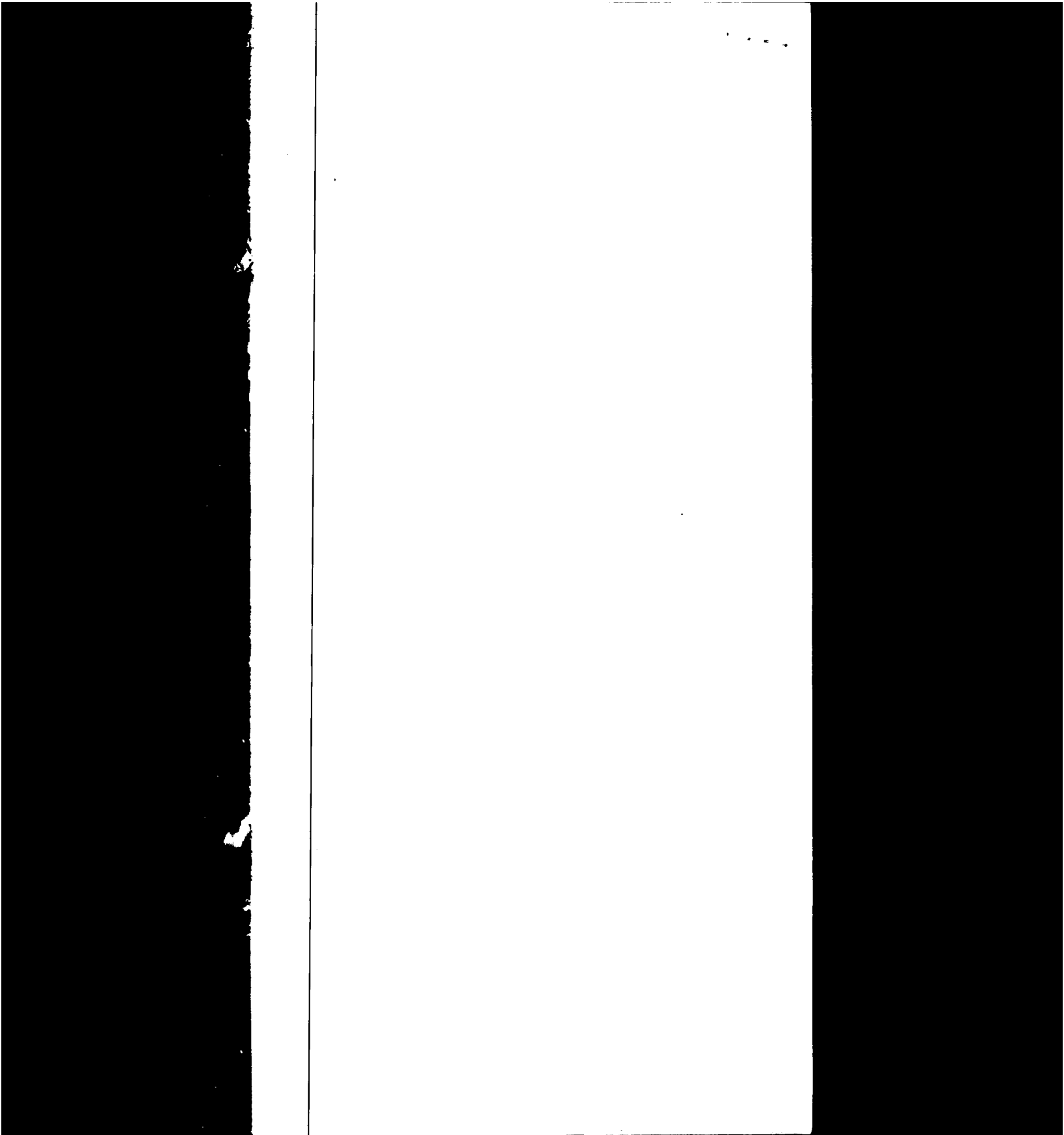
R



1014 Wien
RO 82850279 0 AT



7



United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re: Chapter 11
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)
Debtors. (Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000044269



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Mainosbaum Oy
c/o Front Capital Ltd
Aleksanterinkatu 48A
FI-00100 HELSINKI
FINLAND

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: +35896829800 Email Address: pekka.nikala@front.fi

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 70755 (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): FI0008903000 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

020910122599000000648 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

1680235-8 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: Oct 16, 2009
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Pekka Nikala
FRONT CAPITAL LTD

FOR COURT USE ONLY

FILED / RECEIVED

OCT 22 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

POWER OF ATTORNEY

The undersigned, Mainosbuumi Oy (1640265-3), hereby appoints Front Capital Ltd. (business identity code: 2045856-1) as our true and lawful attorney for the purposes of representing ourselves in our name and/or on our behalf in connection with or in relation to:

- (i) the insolvency proceedings of:
 - a) Lehman Brothers Holdings Inc. (the process initiated by the petition filed on September 15, 2008 in the United States Bankruptcy Court for the Southern District of New York seeking relief under chapter 11 of the United States Bankruptcy Code);
 - b) Lehman Brothers Treasury Co. B.V (the process initiated by the provisional suspension of payment (*voorlopige surseance van betaling*) granted by the Amsterdam District Court on September 19, 2008); and/or
 - c) such other group company of Lehman Brothers Holdings Inc. as Front Capital Ltd. deems appropriate for the purposes of supervising our interests;

(hereinafter referred to as the “**Insolvency Proceedings**”) in each case, in our capacity of creditors under certain structured notes issued by Lehman Brothers Treasury Co. B.V and guaranteed by Lehman Brothers Holdings Inc. (notes with identification number(s) FI0008903000);


- (ii) any agreements, instruments and other documents in relation to the Insolvency Proceedings and any instruments and documents to be delivered by us under and in relation to the Insolvency Proceedings and sending documents and notices and providing the required information and taking any other actions under and in relation to the Insolvency Proceedings; and
- (iii) authorizing/appointing a third party attorney and/or attorney-at-law office in relation to the above and representing ourselves in our name and/or on our behalf towards such third party attorney and/or attorney-at-law office and agreeing of the fees and other costs in relation to such authorization/appointment in our name and/or on our behalf.

We hereby approve all that the said representative shall do or cause to be done by virtue of this Power of Attorney.

This Power of Attorney shall be governed by Finnish law.

Dated: LOUNKA 22.10.2008

NOTE HOLDER:


SAMI RIIHONEN, MAINOSBUUMI OY
Print name of person signing

TRUE COPY:

To:

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

From:

Front Capital Ltd
Aleksanterinkatu 48 A
FI-00100 Helsinki
Finland

Lehman Securities Programs Proof of Claims

Enclosed please find ten (10) Securities Programs Proof of Claims related to four (4) different securities issued by Lehman Brothers Treasury Co. B.V. and guaranteed by Lehman Brothers Holdings Inc.:

1. 4 YR CROSS ASSET ALPHA LOCKER, ISIN: FI0008903000 (7 Proof of Claims)
2. NOTES LINKED TO S&P BRIC INDEX, ISIN: FI0003025379 (1)
3. 4 SINGLE STOCK ALPHA NOTE, ISIN: FI0003025882 (1)
4. RETURN LOCK 2012 NOTE, ISIN: FI0003026351 (1)

All these securities have been issued in the Finnish clearing system (Euroclear Finland Ltd, former APK Ltd).

The following information has been used when filling in the Proof of Claims:

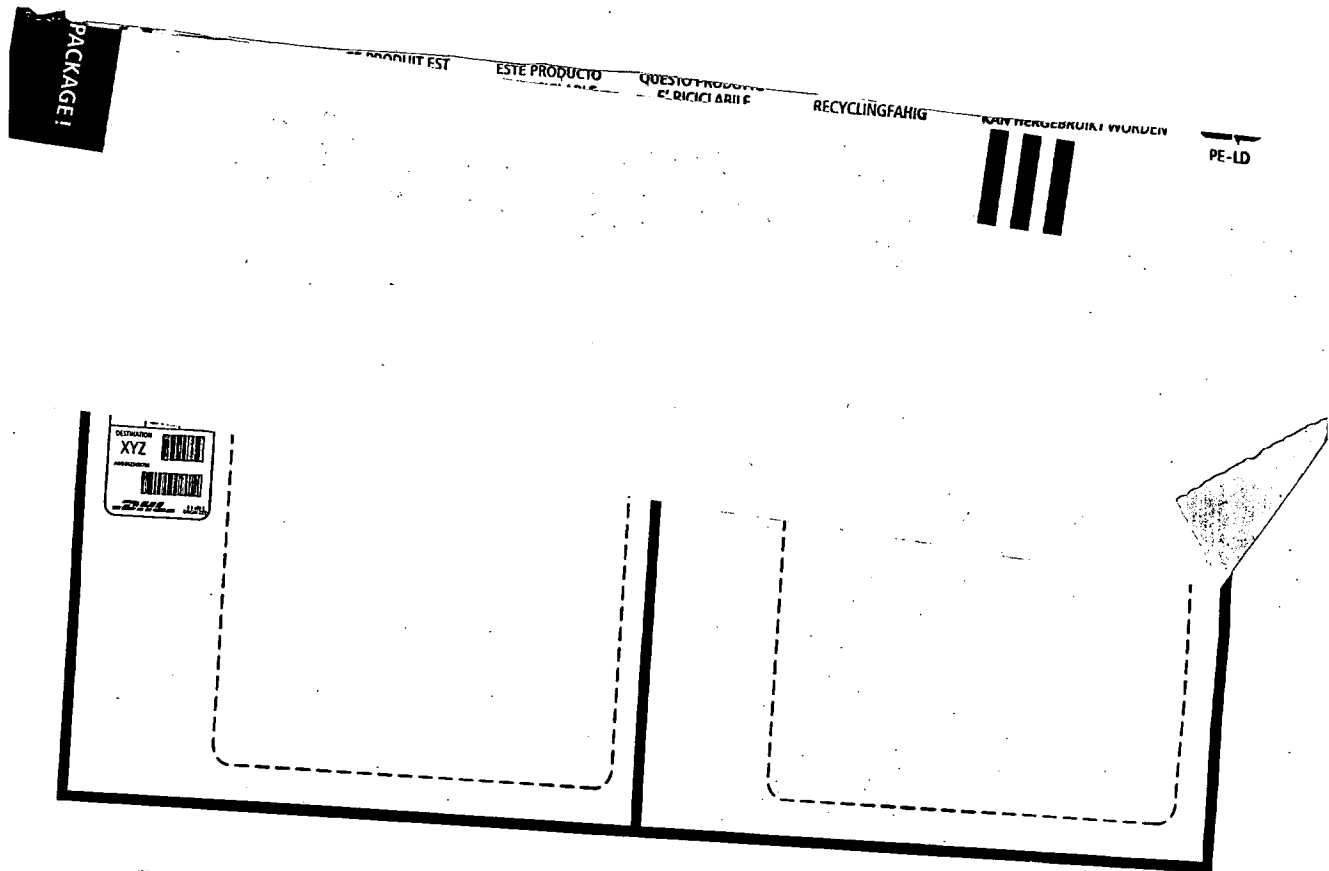
1. Eur/Usd exchange rate 1,4151 (ECB fixing rate as of September 15, 2008)
2. ISIN code of the related security
3. Blocking number registered and provided by the custodian bank
4. Identification number of the relevant custodian bank

The Proof of Claims are signed by Front Capital Ltd based on the power of attorney (copies attached).

Any questions related to the Proof of Claims we ask kindly to contact Front Capital Ltd/Mr Pekka Rikala, email: pekka.rikala@front.fi, phone: +358 9 6829 8017



Pekka Rikala
Managing Director
Front Capital Ltd



Track this shipment via the DHL Web Site: <http://www.dhl.com>

Shipment Air Waybill

448 2738 083

1 Payer account number and insurance details
Charged to: ☒ Shipper ☐ Receiver ☐ 3rd party
Payer Account No. 160535385
Shipment insurance see reverse
☐ Yes ☐ No
Not all payment options are available in all countries.

2 From (Shipper)
Shipper's account number 160535385
Contact name E. MEUG
Shipper's reference (up to 32 characters but only first 12 will be shown on invoice)

3 To (Receiver)
Company name Front Capital Oy
Address Mickelintorikatu 48 A
00100
Postcode/Zip Code (required) 00100 HELSINKI
Phone, Fax or E-mail (required) +358968298013
Leyman Brothers Holdings Process Center
40 Edig Bankruptcy Solutions
PDR Station, P.O. Box 5076
NEW YORK, NY 10150-5076
USA
Postcode/Zip Code (required)
Country
Contact person
Phone, Fax or E-mail (required) 1-212-879-3641
Signature

4 Shipment details
Total number of packages 1 kg

5 Full description of contents
Give content and quantity
Document

6 Non-Document Shipments
Attach the original and four copies of a Shipper's VAT/GST number
Declared Value for Customs (see commercial invoice)

7 Shipper's agreement (Signature)
Unless otherwise agreed in writing, we agree in the terms of the contract between us and DHL. In addition, the Warsaw Convention limits and/or (2) this shipment does not contain cash, jewelry, etc.


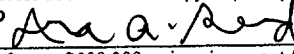
8 Services
Domestic ☐ International ☒ International ☐ Express ☐ Signature ☐ Insurance ☐ Return ☐ Other ☐

DOX **DHL**
Origin: HEL
10150 New York, United States
E300 **ZYP-TSS**
Day Time
Date: Shipment Weight: 1/1
Ref code

WAYBILL 4482738083
(2L)US10150 + 42000000
(J)JD01 3038 7157 5004 2704

EXTREMELY URGENT DO NOT SEND CASH,
DHL's liability shall not exceed

subject to future amendment

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044569	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above)		Telephone number: Email Address:	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>1'686'133.90</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>CH0027120689</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Blocking numbers see attachment</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <u>SIX SIS AG, Baselstrasse 100, CH-4600 Olten</u></p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Account number 20090537</u> (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker & McKenzie LLP</u> 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN CH0027120689

Blocking Reference Number
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4726024554130810
7173083654130810
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9961263054130810
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044573	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>7'136'224.35</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>CH0027120648</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: Blocking numbers see attachment (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. SIX SIS AG, Baselstrasse 100, CH-4600 Olten</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: Account number 20090537 (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Baker & McKenzie LLP <i>Ira A. Reid</i>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN CH0027120648

Blocking reference Numbers
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Blocking reference Numbers
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Attachment to Proof of Claim ISIN CH0027120648

Blocking reference Numbers
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044583  FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ <u>3'642'006.60</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law		<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.	
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>XS0269969027</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: Blocking numbers see attachment (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Euroclear Bank S.A., BE-Brussels Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: Account number 94218 (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Baker & McKenzie LLP <i>Ira A. Reid</i>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN XS0269969027

Blocking Reference Number
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Attachment to Proof of Claim ISIN XS0269969027

Blocking Reference Number
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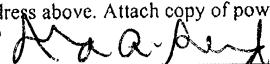
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044605  THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>3'796'997.40</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>XS0302350888</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Blocking numbers see attachment</u> (Required)</p>			
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<p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
Date: 2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker & McKenzie LLP</u> 		
<p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p>			

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN XS0302350888

Blocking Reference Number
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Attachment to Proof of Claim ISIN XS0302350888

Blocking Reference Number
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044610 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>4'328'264.52</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>XS0274443422</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: Blocking numbers see attachment (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Euroclear Bank S.A., BE-Brussels</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: Account number 94218 (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 1px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: 2009, Oct. 23	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Baker & McKenzie LLP <i>Ira A. Reid</i>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN XS0274443422

Blocking Reference Number
6042964
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Attachment to Proof of Claim ISIN XS0274443422

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United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000044722



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Inversiones Nhet, S.L.
Att: José Luis Navarro Iglesias
C/ San Francisco de Sales 31
28003 Madrid, Spain

Telephone number: +34 91 533 48 00 Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Account number: ES1000865146990010005725
Banco Banif, S.A.
C/ Ortega y Gasset 1, 28006 Madrid, Spain

Telephone number: +34 91 520 86 50 Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ Unliquidated - see attached Addendum to Proof of Claim.

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached Addendum to Proof of Claim.

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached Addendum to Proof of Claim.

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

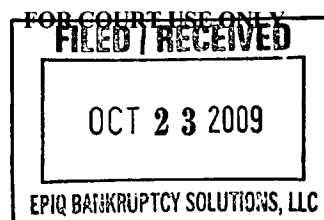
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See attached Addendum to Proof of Claim.

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions

Date:
October 15,
2009.

Signature:
Ms. Maria Segimon, as Attorney See attached Addendum to Proof of Claim for additional information.



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the Debtor), Case No. 08-13555 (JMP), by Inversiones Nhet, S.L. ("Claimant").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper Spain S.L.
Paseo de la Castellana, 35-2
28046 Madrid, Spain
Attention: María Segimón, Esq.

With an additional copy to:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: William M. Goldman, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

ISIN	Blocking Reference #	Depository participant account #
XS0258901759	6036177	EUROCLEAR # 22829
XS0286018758	6036178	EUROCLEAR # 22829

A copy of the power of attorney authorizing the execution of this proof of claim by María Segimón is attached hereto. Ms. Segimón's address is set forth above and her telephone number is +34 913191212.

Reservation of Rights

No judgment has been entered on any portion of the proof of claim.

The amounts of all payments on the claim have been credited and deducted for the purpose of making this proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

POWER OF ATTORNEY

The undersigned,

Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS, of legal age, of spanish nationality, and holder of DNI passport of his nationality number 00549435B, in force,

domiciled at CL SAN FRANCISCO DE SALES 31 28003 MADRID, acting on behalf of INVERSIONES NHET S.L. (the Grantor).

Whereas, the Grantor grants a special power of attorney, but as broad as required by law, in favour of the following persons:

- 200*
- (i) Mr. Juan Picón García de Leániz, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 50708807-V, in force;
 - (ii) Ms. María Segimón de Manzanos, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 826346-W, in force;
 - (iii) Mr. Javier Huerta Rebollo, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 11849665-L, in force,

in order that any of each of the aforementioned persons, jointly and severally, may, represent or designate another person to represent the Grantor in respect of Chapter 11 bankruptcy filed in the United States by Lehman Brothers Holdings Inc ("LBHI") and its affiliates as well as in any insolvency or bankruptcy proceeding of LBHI's non-U.S. Subsidiaries (the "Bankruptcy"), and in particular, and without limitation, to carry out the following acts in relation to the Bankruptcy:

El/Los abajo firmante/s,

D./D^a. JOSE LUIS NAVARRO IGLESIAS, mayor de edad, de nacionalidad española, y con DNI pasaporte de su nacionalidad número 00549435B, en vigor,

con domicilio en CL SAN FRANCISCO DE SALES 31 28003 MADRID, actuando en nombre de INVERSIONES NHET S.L. (el Poderdante).

El Poderdante otorga un poder especial, pero tan amplio como en Derecho sea necesario a favor de las siguientes personas:

- (i) D. Juan Picón García de Leániz, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 50708807-V, en vigor;
- (ii) D^a. María Segimón de Manzanos, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 826346-W, en vigor;
- (iii) D. Javier Huerta Rebollo, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 11849665-L, en vigor,

para que cada uno de ellos, indistintamente y solidariamente, pueda representar o designar a otra persona para representar al Poderdante en el procedimiento de quiebra bajo el Capítulo 11 en los Estados Unidos de América solicitado por Lehman Brothers Holdings Inc. ("LBHI") y determinadas sociedades filiales, así como en cualesquiera otros procedimientos de insolvencia o quiebra de las filiales de LBHI no domiciliadas en los Estados Unidos de América (la "Quiebra") y, en concreto, y sin que tenga carácter limitativo, para que pueda llevar a cabo las siguientes actuaciones en relación con la Quiebra:

- (a) To appear before or designate another person to appear before any Courts, Hearings or other Tribunals, ordinary or special, of any level or jurisdiction, and before any authority, or other public bodies, and other entities created and to be created in any of its branches, dependencies and services; and to commence, continue or terminate, as creditor, author, third party, contributor, claimant or in any other capacity, all type of actions, files, trials and proceedings in relation to the Bankruptcy.

In all these cases, to file, reply to and continue through all the necessary steps and stages, until completion, all type of actions, claims, complaints, criminal complaints, allegations, exceptions and defences and to make any other whatsoever, request suspension of trials or proceedings, giving in these, where necessary, personal ratification; to draft and file written documents and take part in all types of proceedings; to request and receive notifications, summons and subpoenas in relation to the Bankruptcy.

- Don*
- (b) To appear before or to designate another person to appear before all and any persons, firms, corporations, banks, institutions, commercial brokers, notaries, registrars, courts and tribunals, government agencies, authorities, being foreign, international, national, regional, provincial or municipal, with full powers of representation, being authorized to file petitions, requests and forms in relation to the Bankruptcy.

- (c) Execute any further public or private document of amendment, modification or ratification, including the signing of

- (a) Comparecer o designar a otra persona para comparecer ante cualesquiera Juzgados, Audiencias y demás Tribunales, ordinario o especiales de cualquier grado o jurisdicción, ante cualquier otra autoridad y demás entes públicos, y demás Entidades creadas y por crear, en cualquiera de sus ramas, dependencias y servicios; y en ellos, instar, seguir y terminar, como acreedor, actor, tercero, coadyuvante, requirente o en cualquier otro concepto, toda clase de actuaciones, expedientes, juicios y procedimientos en relación con la Quiebra.

En todos estos casos, entablar, contestar y seguir por todos sus trámites e instancias, hasta su conclusión, toda clase de actuaciones, acciones, demandas, denuncias, querellas, acusaciones, excepciones y defensas y ejercitar otras cualesquiera pretensiones, pedir suspensiones de juicios o procedimientos, ejercitándose en los mismos en cuantos casos fuera menester la ratificación personal; formar y presentar escritos y asistir a toda clase de actuaciones; solicitar y recibir notificaciones, citaciones y emplazamientos en relación con la Quiebra.

- (b) Comparecer o designar a otra persona para comparecer ante todas y cualesquiera personas, sociedades, corporaciones, bancos, instituciones, corredores de comercio, notarios, registradores, juzgados y tribunales, delegaciones de hacienda, delegaciones de gobierno y autoridades, ya sean extranjeras, internacionales, nacionales, autonómicas, provinciales o municipales, con poderes totales de representación, estando autorizadas para presentar instancias, formularios y requerimientos en relación con la Quiebra.

- (c) Firmar cualquier documento público o privado posterior de subsanación, rectificación o ratificación de los

approvals or forms (online or in paper) required, and do any other act or action which the attorney may consider necessary or expedient for the purpose or in connection with the above, including the execution, processing and submission of any form or document which may be convenient in relation to the Bankruptcy.

anteriores, pudiendo suscribir y firmar incluso cualquier formulario o impreso necesario (online o en papel), y realizar cualquier acto o actuación que el apoderado considere necesario o conveniente para cumplimentar la finalidad descrita en este apartado, incluyendo firmar, despachar o presentar cualquier otro documento que resulte conveniente en relación con la Quiebra.

Where necessary, the Grantor shall raise into public deed the granting of Power of Attorney under this document if requested by any of the attorneys.

En caso de que fuese necesario, el Poderdante se compromete a formalizar en escritura pública el apoderamiento conferido conforme al presente documento, una vez fuera requerido para ello por cualquiera de los apoderados.

So states and grants the Grantor, who reads and approves the present document, signing below.

Así declara y otorga el Poderdante, quien lee y aprueba el presente documento, firmándolo a continuación.

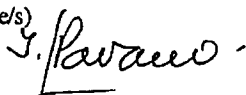
MADRID, on September 2009.

En MADRID, a de septiembre de 2009.

INVERSIONES NHET S.L.
THE GRANTOR

INVERSIONES NHET S.L.
EL OTORGANTE

(signature/s)



JOSE LUIS NAVARRO IGLESIAS

(firma/s)



JOSE LUIS NAVARRO IGLESIAS


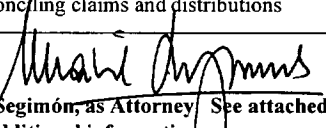
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044803	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		 THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) José Luis Navarro Iglesias C/ San Francisco de Sales 31 28003 Madrid, Spain Telephone number: +34 91 533 48 00 Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Account number: ES1500865146970010005733 Banco Banif, S.A. C/ Ortega y Gasset 1, 28006 Madrid, Spain Telephone number: +34 91 520 86 50 Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ Unliquidated - see attached Addendum to Proof of Claim.</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
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5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions		FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: October 15, 2009.	Signature:  Ms. Maria Segimon, as Attorney See attached Addendum to Proof of Claim for additional information.		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing

c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the "Debtor"), Case No. 08-13555 (JMP), by José Luis Navarro Iglesias ("Claimant").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper Spain S.L.
Paseo de la Castellana, 35-2
28046 Madrid, Spain
Attention: María Segimón, Esq.

With an additional copy to:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: William M. Goldman, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

ISIN	Blocking Reference #	Depository participant account #
XS0258901759	6036176	EUROCLEAR # 22829

A copy of the power of attorney authorizing the execution of this proof of claim by María Segimón is attached hereto. Ms. Segimón's address is set forth above and her telephone number is +34 913191212.

Reservation of Rights

No judgment has been entered on any portion of the proof of claim.

The amounts of all payments on the claim have been credited and deducted for the purpose of making this proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

POWER OF ATTORNEY

The undersigned,

Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS, of legal age, of Spanish nationality, and holder of DNI passport of his nationality number 00549435B, in force,

domiciled at PS SAN FRANCISCO DE SALES 31, 28003 MADRID, acting in his own name and interest (the Grantor).

Whereas, the Grantor grants a special power of attorney, but as broad as required by law, in favour of the following persons:

- Don.*
- (i) Mr. Juan Picón García de Leániz, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 50708807-V, in force;
 - (ii) Ms. María Segimón de Manzanos, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 826346-W, in force;
 - (iii) Mr. Javier Huerta Rebollo, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 11849665-L, in force,

in order that any of each of the aforementioned persons, jointly and severally, may, represent or designate another person to represent the Grantor in respect of Chapter 11 bankruptcy filed in the United States by Lehman Brothers Holdings Inc ("LBHI") and its affiliates as well as in any insolvency or bankruptcy proceeding of LBHI's non-U.S. Subsidiaries (the "Bankruptcy"), and in particular, and without limitation, to carry out the following acts in relation to the Bankruptcy:

El/Los abajo firmante/s,

D./D^a. JOSE LUIS NAVARRO IGLESIAS, mayor de edad, de nacionalidad española, y con DNI pasaporte de su nacionalidad número 00549435B, en vigor,

con domicilio en PS SAN FRANCISCO DE SALES 31, 28003 MADRID, actuando en su propio nombre y derecho (el Poderdante).

El Poderdante otorga un poder especial, pero tan amplio como en Derecho sea necesario a favor de las siguientes personas:

- (i) D. Juan Picón García de Leániz, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 50708807-V, en vigor;
- (ii) D^a. María Segimón de Manzanos, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 826346-W, en vigor;
- (iii) D. Javier Huerta Rebollo, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 11849665-L, en vigor,

para que cada uno de ellos, indistintamente y solidariamente, pueda representar o designar a otra persona para representar al Poderdante en el procedimiento de quiebra bajo el Capítulo 11 en los Estados Unidos de América solicitado por Lehman Brothers Holdings Inc. ("LBHI") y determinadas sociedades filiales, así como en cualesquiera otros procedimientos de insolvencia o quiebra de las filiales de LBHI no domiciliadas en los Estados Unidos de América (la "Quiebra") y, en concreto, y sin que tenga carácter limitativo, para que pueda llevar a cabo las siguientes actuaciones en relación con la Quiebra:

- (a) To appear before or designate another person to appear before any Courts, Hearings or other Tribunals, ordinary or special, of any level or jurisdiction, and before any authority, or other public bodies, and other entities created and to be created in any of its branches, dependencies and services; and to commence, continue or terminate, as creditor, author, third party, contributor, claimant or in any other capacity, all type of actions, files, trials and proceedings in relation to the Bankruptcy.
- (a) Comparecer o designar a otra persona para comparecer ante cualesquiera Juzgados, Audiencias y demás Tribunales, ordinario o especiales de cualquier grado o jurisdicción, ante cualquier otra autoridad y demás entes públicos, y demás Entidades creadas y por crear, en cualquiera de sus ramas, dependencias y servicios; y en ellos, instar, seguir y terminar, como acreedor, actor, tercero, coadyuvante, requirente o en cualquier otro concepto, toda clase de actuaciones, expedientes, juicios y procedimientos en relación con la Quiebra.

In all these cases, to file, reply to and continue through all the necessary steps and stages, until completion, all type of actions, claims, complaints, criminal complaints, allegations, exceptions and defences and to make any other whatsoever, request suspension of trials or proceedings, giving in these, where necessary, personal ratification; to draft and file written documents and take part in all types of proceedings; to request and receive notifications, summons and subpoenas in relation to the Bankruptcy.

En todos estos casos, entablar, contestar y seguir por todos sus trámites e instancias, hasta su conclusión, toda clase de actuaciones, acciones, demandas, denuncias, querellas, acusaciones, excepciones y defensas y ejercitar otras cualesquiera pretensiones, pedir suspensiones de juicios o procedimientos, ejercitándose en los mismos en cuantos casos fuera menester la ratificación personal; formar y presentar escritos y asistir a toda clase de actuaciones; solicitar y recibir notificaciones, citaciones y emplazamientos en relación con la Quiebra.

- (b) To appear before or to designate another person to appear before all and any persons, firms, corporations, banks, institutions, commercial brokers, notaries, registrars, courts and tribunals, government agencies, authorities, being foreign, international, national, regional, provincial or municipal, with full powers of representation, being authorized to file petitions, requests and forms in relation to the Bankruptcy.
- (b) Comparecer o designar a otra persona para comparecer ante todas y cualesquiera personas, sociedades, corporaciones, bancos, instituciones, corredores de comercio, notarios, registradores, juzgados y tribunales, delegaciones de hacienda, delegaciones de gobierno y autoridades, ya sean extranjeras, internacionales, nacionales, autonómicas, provinciales o municipales, con poderes totales de representación, estando autorizadas para presentar instancias, formularios y requerimientos en relación con la Quiebra.
- (c) Execute any further public or private document of amendment, modification or ratification, including the signing of approvals or forms (online or in paper) required, and do any other act or action which the attorney may consider necessary or
- (c) Firmar cualquier documento público o privado posterior de subsanación, rectificación o ratificación de los anteriores, pudiendo suscribir y firmar incluso cualquier formulario o impreso necesario (online o en papel), y realizar

expedient for the purpose or in connection with the above, including the execution, processing and submission of any form or document which may be convenient in relation to the Bankruptcy.

cualquier acto o actuación que el apoderado considere necesario o conveniente para cumplimentar la finalidad descrita en este apartado, incluyendo firmar, despachar o presentar cualquier otro documento que resulte conveniente en relación con la Quiebra.

Where necessary, the Grantor shall raise into public deed the granting of Power of Attorney under this document if requested by any of the attorneys.

En caso de que fuese necesario, el Poderdante se compromete a formalizar en escritura pública el apoderamiento conferido conforme al presente documento, una vez fuera requerido para ello por cualquiera de los apoderados.

So states and grants the Grantor, who reads and approves the present document, signing below.

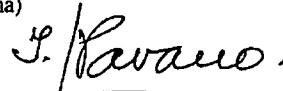
Así declara y otorga el Poderdante, quien lee y aprueba el presente documento, firmándolo a continuación.

MADRID, on September 2009.

En MADRID, a de septiembre de 2009.

(signature)

(firma)



Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS
THE GRANTOR

D./D^a JOSE LUIS NAVARRO IGLESIAS
EL OTORGANTE

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United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000045214

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Theodoor Gilissen Global Custody N.V.
Keizersgracht 617
1017 DS AMSTERDAM, The Netherlands

Telephone number: +31 20 5276000 Email Address: tgservices@gilissen.nl

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: See attached (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See attached (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

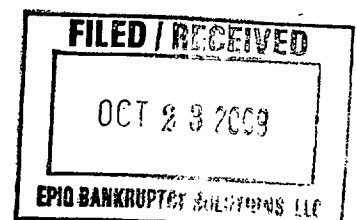
Date:
October
21st, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Mister Drs. J. G.C.D. Versteeg

Mister R. van Barneveld

FOR COURT USE ONLY



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX TO PROOF OF CLAIM OF
THEODOOR GILISSEN GLOBAL CUSTODY N.V.**

1. Claimant. Theodoor Gilissen Global Custody N.V., custodian and holder of account 51/267148/29 with KBL European Private Bankers S.A., Luxemburg, holder of account 13048 with Clearstream Luxemburg (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the Clearstream blocking reference number and the Clearstream account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 4 attached hereto. The Program Securities

have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 114,469,619.48 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN	Clearstream blocking reference number	Clearstream account number Account in the name of KBL European Private Bankers S.A., Luxembourg. Securities held on behalf of custodian Theodoor Gilissen Global Custody N.V., Amsterdam, Holland	Nominal Amount (EUR)	Nominal Amount (USD)*
XS0346707903	CA69354	13048	641,000.00	910,284.10
XS0295760093	CA69339	13048	1,587,000.00	2,253,698.70
XS0355133454	CA69358	13048	3,162,000.00	4,490,356.20
XS0379217184	CA69336	13048	20,000.00	28,402.00
XS0273084656	CA69337	13048	554,000.00	786,735.40
XS0332049815	CA69340	13048	1,715,000.00	2,435,471.50
XS0285922133	CA69353	13048	3,836,000.00	5,447,503.60
XS0375356648	CA69345	13048	255,000.00	362,125.50
XS0305948860	CA69344	13048	4,825,000.00	6,851,982.50
XS0314067140	CA76209	13048	1,499,000.00	2,128,729.90
XS0317240157	CA69352	13048	2,325,000.00	3,301,732.50
XS0339810078	CA69343	13048	1,177,000.00	1,671,457.70
XS0287672694	CA69355	13048	5,467,000.00	7,763,686.70
XS0296281735	CA69359	13048	8,970,000.00	12,738,297.00
XS0332050078	CA69338	13048	1,357,000.00	1,927,075.70
XS0377288450	CA69360	13048	14,000.00	19,881.40
XS0368669007	CA69357	13048	3,543,000.00	5,031,414.30
XS0263715467	CA69346	13048	10,430,000.00	14,811,643.00
XS0276441044	CA69347	13048	11,284,000.00	16,024,408.40
XS0327236757	CA69350	13048	5,483,000.00	7,786,408.30
XS0296067142	CA69356	13048	996,000.00	1,414,419.60
XS0365839835	CA69349	13048	1,030,000.00	1,462,703.00
XS0332049229	CA69342	13048	1,597,000.00	2,267,899.70
XS0373219582	CA69348	13048	755,000.00	1,072,175.50
XS0349530823	CA69341	13048	200,000.00	284,020.00
XS0346080590	CA69351	13048	6,196,000.00	8,798,939.60

TOTALS

78,918,000.00 112,071,451.80

* Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

EXHIBIT 2

ISIN	Nominal Amount (EUR)	Accrued Interest (EUR)	Total (EUR)	Nominal Amount (USD)*	Accrued Interest (USD)*	Total (USD)*
XS0346707903	641,000.00	-	641,000.00	910,284.10	-	910,284.10
XS0295760093	1,587,000.00	-	1,587,000.00	2,253,698.70	-	2,253,698.70
XS0355133454	3,162,000.00	-	3,162,000.00	4,490,356.20	-	4,490,356.20
XS0379217184	20,000.00	-	20,000.00	28,402.00	-	28,402.00
XS0273084656	554,000.00	-	554,000.00	786,735.40	-	786,735.40
XS0332049815	1,715,000.00	-	1,715,000.00	2,435,471.50	-	2,435,471.50
XS0285922133	3,836,000.00	-	3,836,000.00	5,447,503.60	-	5,447,503.60
XS0375356648	255,000.00	-	255,000.00	362,125.50	-	362,125.50
XS0305948860	4,825,000.00	-	4,825,000.00	6,851,982.50	-	6,851,982.50
XS0314067140	1,499,000.00	-	1,499,000.00	2,128,729.90	-	2,128,729.90
XS0317240157	2,325,000.00	-	2,325,000.00	3,301,732.50	-	3,301,732.50
XS0339810078	1,177,000.00	-	1,177,000.00	1,671,457.70	-	1,671,457.70
XS0287672694	5,467,000.00	-	5,467,000.00	7,763,686.70	-	7,763,686.70
XS0296281735	8,970,000.00	-	8,970,000.00	12,738,297.00	-	12,738,297.00
XS0332050078	1,357,000.00	-	1,357,000.00	1,927,075.70	-	1,927,075.70
XS0377288450	14,000.00	-	14,000.00	19,881.40	-	19,881.40
XS0368669007	3,543,000.00	202,457.14	3,745,457.14	5,031,414.30	287,509.39	5,318,923.69
XS0263715467	10,430,000.00	763,533.15	11,193,533.15	14,811,643.00	1,084,293.43	15,895,936.43
XS0276441044	11,284,000.00	519,373.15	11,803,373.15	16,024,408.40	737,561.81	16,761,970.21
XS0327236757	5,483,000.00	-	5,483,000.00	7,786,408.30	-	7,786,408.30
XS0296067142	996,000.00	-	996,000.00	1,414,419.60	-	1,414,419.60
XS0365839835	1,030,000.00	-	1,030,000.00	1,462,703.00	-	1,462,703.00
XS0332049229	1,597,000.00	33,843.27	1,630,843.27	2,267,899.70	48,060.83	2,315,960.53
XS0373219582	755,000.00	15,999.79	770,999.79	1,072,175.50	22,721.31	1,094,896.81
XS0349530823	200,000.00	3,463.01	203,463.01	284,020.00	4,917.83	288,937.83
XS0346080590	6,196,000.00	150,062.03	6,346,062.03	8,798,939.60	213,103.09	9,012,042.69

TOTALS	78,918,000.00	1,688,731.55	80,606,731.55	112,071,451.80	2,398,167.68	114,469,619.48
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* Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

06/08/2005 16:41 LEHMAN → 916467582653

NO. 504 001

EXHIBIT 3

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

06-09-05 11:31 JDM INVESTMENTS
25/06/2005 16:41 LE-MAN + 316457022633

NO. 290 004
NO. 524 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

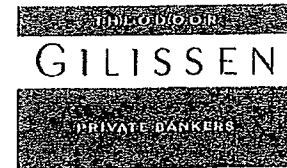
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NO.504 003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT 4



TO WHOM IT MAY CONCERN:

Kettersgracht 617
1017 DS Amsterdam
Postbus 3325
1001 AC Amsterdam
t +31 (0)20 527 60 00
f +31 (0)20 527 60 60
info@gilissen.nl
www.gilissen.nl

DECLARATION

Theodoor Gilissen Global Custody N.V. ("TGGC") is custodian and accountholder (accountnumber 51/267148/29) with KBL European Private Bankers S.A., Luxemburg ("KBL"). KBL is holder of account 13048 with Clearstream Luxemburg. At present, all securities under the Lehman Brothers Securities Program held by TGGC, for which a blocking number is applied for, are registered on their account (51/267148/29) with KBL. These securities are being held in the name of KBL with Clearstream on account 13048.

AMSTERDAM/LUXEMBOURG, 15th of October 2009,

Theodoor Gilissen Global Custody N.V.,

drs. Ir. G.C.D. Versteeg

director Theodoor Gilissen Global Custody N.V.

drs. C.A. Heijne RA CPC

director Theodoor Gilissen Global Custody N.V.

KBL European Private Bankers S.A.,


Jérôme Gendarme
Head of Custody

Philippe VAN DOOREN
HEAD OF OPERATIONS

 **KBL** EUROPEAN
PRIVATE BANKERS

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		X - RAY	
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Pace 1 of 1		Option	
Customer Reference NEX 230812		Origin SP8	
B/R Account No.		Flight Date 22 Oct 2009	
RECEIVED		LGG-9	
OCT 23 2009		JFK	
Delivery Address EPIQUE BANKRUPTCY SOLUTIONS ATT. LEONARD BROTHERS HOLDINGS CLAIMS PROCESSING MANHATTAN 10017 US		City NYC 24	
Postcode / Zip Code 10017		Country Code NYC	
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000048734  <div style="text-align: right;">LY</div>	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) KAS BANK N.V. Spuistraat 172 1012 VT AMSTERDAM, The Netherlands Telephone number: +31 20 5575911 Email Address: KASBANK@lehmanclaim.nl		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 10px; margin: 0 auto; width: 150px;"> <div style="text-align: center; font-size: small;">FOR COURT USE ONLY</div> <div style="text-align: center; font-weight: bold; font-size: large;">FILED / RECEIVED</div> <div style="text-align: center; font-size: x-large; margin: 10px 0;">OCT 27 2009</div> <div style="text-align: center; font-weight: bold; font-size: small;">EPIQ BANKRUPTCY SOLUTIONS, LLC</div> </div>	
Date. October 26 th , 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="display: flex; justify-content: space-between;"> Name: Mr N.E. Blom Mr R.J. Kottman </div>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.
-----X

**ANNEX TO PROOF OF CLAIM OF
KAS BANK N.V.**

1. Claimant. KAS BANK N.V. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the Euroclear blocking reference number and the Euroclear account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 4 attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of

the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 82,684,969.72 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts compromising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect

to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN	Euroclear blocking reference number	Euroclear account number Account in the name of KAS BANK Effectenbewaarbedrijf N.V., Amsterdam, The Netherlands (also trading under the name of KAS Depository Trust Company)	Nominal Amount (EUR)	Nominal Amount (USD)*
XS0263715467	6035720	90023	3,924,000.00	5,572,472.40
XS0273084656	6033589	90023	1,133,000.00	1,608,973.30
XS0276441044	6033755	90023	13,463,000.00	19,118,806.30
XS0285922133	6034019	90023	759,000.00	1,077,855.90
XS0287672694	6034022	90023	6,070,000.00	8,620,007.00
XS0295760093	6034023	90023	811,000.00	1,151,701.10
XS0296067142	6034025	90023	2,096,000.00	2,976,529.60
XS0296281735	6034028	90023	4,431,000.00	6,292,463.10
XS0305948860	6034029	90023	8,100,000.00	11,502,810.00
XS0314067140	6034030	90023	1,808,000.00	2,567,540.80
XS0317240157	6034032	90023	4,026,000.00	5,717,322.60
XS0327236757	6034033	90023	2,053,000.00	2,915,465.30
XS0332049229	6034042	90023	2,326,000.00	3,303,152.60
XS0332049815	6034043	90023	2,180,000.00	3,095,818.00
XS0332050078	6034044	90023	58,000.00	82,365.80
XS0339810078	6034047	90023	321,000.00	455,852.10
XS0346080590	6034048	90023	25,000.00	35,502.50
XS0346707903	6034061	90023	476,000.00	675,967.60
XS0349530823	6034062	90023	798,000.00	1,133,239.80
XS0368669007	6034063	90023	2,255,000.00	3,202,325.50
XS0373219582	6034065	90023	12,000.00	17,041.20

Total

57,125,000.00

81,123,212.50

** Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.*

EXHIBIT 2

ISIN	Nominal Amount (EUR)	Accrued Interest (EUR)	Total (EUR)	Nominal Amount (USD)*	Accrued Interest (USD)*	Total (USD)*
XS0263715467	3,924,000.00	287,258.30	4,211,258.30	5,572,472.40	407,935.51	5,980,407.91
XS0273084656	1,133,000.00	-	1,133,000.00	1,608,973.30	-	1,608,973.30
XS0276441044	13,463,000.00	619,666.85	14,082,666.85	19,118,806.30	879,988.89	19,998,795.19
XS0285922133	759,000.00	-	759,000.00	1,077,855.90	-	1,077,855.90
XS0287672694	6,070,000.00	-	6,070,000.00	8,620,007.00	-	8,620,007.00
XS0295760093	811,000.00	-	811,000.00	1,151,701.10	-	1,151,701.10
XS0296067142	2,096,000.00	-	2,096,000.00	2,976,529.60	-	2,976,529.60
XS0296281735	4,431,000.00	-	4,431,000.00	6,292,463.10	-	6,292,463.10
XS0305948860	8,100,000.00	-	8,100,000.00	11,502,810.00	-	11,502,810.00
XS0314067140	1,808,000.00	-	1,808,000.00	2,567,540.80	-	2,567,540.80
XS0317240157	4,026,000.00	-	4,026,000.00	5,717,322.60	-	5,717,322.60
XS0327236757	2,053,000.00	-	2,053,000.00	2,915,465.30	-	2,915,465.30
XS0332049229	2,326,000.00	49,292.08	2,375,292.08	3,303,152.60	69,999.69	3,373,152.29
XS0332049815	2,180,000.00	-	2,180,000.00	3,095,818.00	-	3,095,818.00
XS0332050078	58,000.00	-	58,000.00	82,365.80	-	82,365.80
XS0339810078	321,000.00	-	321,000.00	455,852.10	-	455,852.10
XS0346080590	25,000.00	605.48	25,605.48	35,502.50	859.84	36,362.34
XS0346707903	476,000.00	-	476,000.00	675,967.60	-	675,967.60
XS0349530823	798,000.00	13,817.42	811,817.42	1,133,239.80	19,622.12	1,152,861.92
XS0368669007	2,255,000.00	128,857.14	2,383,857.14	3,202,325.50	182,990.03	3,385,315.53
XS0373219582	12,000.00	254.30	12,254.30	17,041.20	361.13	17,402.33
Total	57,125,000.00	1,099,751.58	58,224,751.58	81,123,212.50	1,561,757.22	82,684,969.72

* Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.

EXHIBIT 3

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

06-09-05 29:11 LE-MAN + 316457522654
26/08/2005 16:41 LE-MAN + 316457522653

NO. 290 004
NO. 504 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

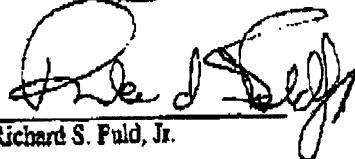
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT 4

To whom it may concern:


DECLARATION

KAS BANK Effectenbewaarbedrijf N.V. (also trading under the name KAS Depository Trust Company and hereinafter referred to as **KDTC**) is custodian and holder of account 90023 with Euroclear. KAS BANK N.V. (the **Claimant**) owns 100% of the shares in KDTC.

The Claimant is authorised to act on behalf of KDTC pursuant to the Rules Concerning Custody of Securities held by KDTC (the **KDTC Rules**).

The Claimant uses the services of KDTC for the custody of certain types of securities, in fulfilment of the obligation imposed on the Claimant by Netherlands law and regulations to protect the proprietary interests of its clients in respect of securities placed in custody with it. Since the Anglo-American legal concept of ownership of property by way of trust (or any other similar equitable interest) is not known under Netherlands law, the general position is that securities held by the Claimant for its clients but in its name will form a part of the assets of the Claimant and will therefore fall into its bankruptcy estate unless specific measures to protect the proprietary interests of its clients are taken. This is why such securities are held by KDTC. KDTC's sole object is the custody of securities on behalf of the Claimant's clients and it is prohibited by its Articles of Association from incurring any commercial risk in the conduct of its business. Custody of securities that are held by KDTC for the client's protection is subject to the KDTC Rules. According to Clause 2 of the KDTC Rules the Claimant shall act with respect to the securities held by KDTC on behalf of the clients in accordance with the instructions given by those clients. Under the KDTC Rules, the client has a *direct claim* on KDTC in respect of the securities held by KDTC on the client's behalf. Since this direct claim would not be affected by bankruptcy of the Claimant under Dutch bankruptcy law, the client's position with regard to securities held by KDTC is safeguarded.

Amsterdam, 26 October 2009



Name: drs. N.E. Blom

KAS BANK N.V.


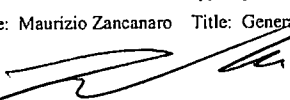


Name: R.J. Kooijman RA

KAS BANK N.V.

1. Sender's Account Number 000062508		SENDER LIABLE FOR UNPAID CHARGES					
2. Invoice to Receiver <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> Receiver's account number		<div style="border: 1px solid black; width: 100%; height: 40px;"></div>					
3. Customer Reference							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Name: WIJ5 ? VAN OOSTVEEN Address: HERENGRACHT 493 City: AMSTERDAM Province/Region: MAARTEN DU MEE Contact Name: </td> <td style="width: 50%; vertical-align: top;"> Postal / Zip Code: 1017 BT Country: NL Tel. No. (mandatory): 020 6388226 </td> </tr> </table>				Name: WIJ5 ? VAN OOSTVEEN Address: HERENGRACHT 493 City: AMSTERDAM Province/Region: MAARTEN DU MEE Contact Name:	Postal / Zip Code: 1017 BT Country: NL Tel. No. (mandatory): 020 6388226		
Name: WIJ5 ? VAN OOSTVEEN Address: HERENGRACHT 493 City: AMSTERDAM Province/Region: MAARTEN DU MEE Contact Name:	Postal / Zip Code: 1017 BT Country: NL Tel. No. (mandatory): 020 6388226						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Name: EPIQUE BANKRUPTCY SOLUTIONS Address: ATT. LEHMAN BROTHERS HOLDINGS CLAIMS PROCESSING 757 3RD AV., 3RD FLOOR MANHATTAN City: </td> <td style="width: 50%; vertical-align: top;"> Postal / Zip Code: 10017 Country: US Tel. No. (mandatory): 0 0 </td> </tr> </table>				Name: EPIQUE BANKRUPTCY SOLUTIONS Address: ATT. LEHMAN BROTHERS HOLDINGS CLAIMS PROCESSING 757 3RD AV., 3RD FLOOR MANHATTAN City:	Postal / Zip Code: 10017 Country: US Tel. No. (mandatory): 0 0		
Name: EPIQUE BANKRUPTCY SOLUTIONS Address: ATT. LEHMAN BROTHERS HOLDINGS CLAIMS PROCESSING 757 3RD AV., 3RD FLOOR MANHATTAN City:	Postal / Zip Code: 10017 Country: US Tel. No. (mandatory): 0 0						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Name: Address: City: Province/Region: NY Contact Name: 0 0 </td> <td style="width: 50%; vertical-align: top;"> Postal / Zip Code: Country: Tel. No. (mandatory): </td> </tr> </table>				Name: Address: City: Province/Region: NY Contact Name: 0 0	Postal / Zip Code: Country: Tel. No. (mandatory):		
Name: Address: City: Province/Region: NY Contact Name: 0 0	Postal / Zip Code: Country: Tel. No. (mandatory):						
<div style="text-align: center; font-size: 1.2em; font-weight: bold; margin-bottom: 10px;"> RECEIVED </div> <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-bottom: 10px;"> OCT 27 2009 </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Name: Address: City: Province/Region: Contact Name: </td> <td style="width: 50%; vertical-align: top;"> Postal / Zip Code: Country: Tel. No. (mandatory): </td> </tr> </table>				Name: Address: City: Province/Region: Contact Name:	Postal / Zip Code: Country: Tel. No. (mandatory):		
Name: Address: City: Province/Region: Contact Name:	Postal / Zip Code: Country: Tel. No. (mandatory):						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Does this consignment contain any dangerous goods? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </td> <td colspan="3" style="width: 50%; vertical-align: top;"> CARRIAGE OF THIS CONSIGNMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE (ALWAYS THE LATEST VERSION, SEE WWW.INTEXPRESS.NL) WHICH LIMITS TNT'S LIABILITY IN ACCORDANCE WITH THE WARSAW CONVENTION AND THE CMR Signature Sender </td> </tr> </table>				Does this consignment contain any dangerous goods? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CARRIAGE OF THIS CONSIGNMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE (ALWAYS THE LATEST VERSION, SEE WWW.INTEXPRESS.NL) WHICH LIMITS TNT'S LIABILITY IN ACCORDANCE WITH THE WARSAW CONVENTION AND THE CMR Signature Sender		
Does this consignment contain any dangerous goods? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CARRIAGE OF THIS CONSIGNMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE (ALWAYS THE LATEST VERSION, SEE WWW.INTEXPRESS.NL) WHICH LIMITS TNT'S LIABILITY IN ACCORDANCE WITH THE WARSAW CONVENTION AND THE CMR Signature Sender						
Date: (Day/Month/Year)		Date: Time:					

[illegible]

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000049740	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Banca Aletti & C. S.p.A. Via Santo Spirito, 14 20121 Milano Italy Attention: Mr. Massimo Zerbino			
Telephone number: +39 0243358107 Email Address: massimo.zerbino@alettibank.it			
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.			
Date October 23 , 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Maurizio Zancanaro Title: General Manager 		
<div style="border: 1px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 27 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: Chapter 11
Lehman Brothers Holdings Inc., *et al.* Case No. 08-13555 (JMP)
(Jointly Administered)
Debtors.
-----X

**ANNEX TO PROOF OF CLAIM OF
BANCA ALETTI & C. S.P.A.**

1. Claimant. Banca Aletti & C. S.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding II LP (the "**Obligors**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities issued by

Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 68,411,014.91 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or

person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN Code	Clearstream blocking reference #	Clearstream account #	Issuer	Nominal Amount
XS0163559841	CA18387	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 797,000.00
XS0176153350	CA18388	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 7,939,000.00
XS0181945972	CA18389	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 9,241,000.00
XS0185655445	CA18385	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 934,000.00
XS0302315386	CA18386	83603	LEHMAN BROTHERS TREASURY CO. BV	€ 625,000.00
XS0307348234	CA18384	83603	LEHMAN BROTHERS TREASURY CO. BV	€ 8,000.00
XS0162289663	CA18379	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 542,000.00
XS0178969209	CA18375	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 7,029,000.00
XS0189294225	CA18370	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 336,000.00
XS0195431613	CA18377	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 488,000.00
XS0200284247	CA18373	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 10,499,000.00
XS0202417050	CA18372	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 170,000.00
XS0197173643	CA18368	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 20,000.00
XS0208459023	CA18371	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 1,845,000.00
XS0210782552	CA18363	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 1,289,000.00
XS0211814123	CA18364	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 1,319,000.00
XS0211093041	CA18367	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 2,027,000.00
XS0213971210	CA18365	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 733,000.00

XS0213416141	CA18358	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 5,000.00
XS0229269856	CA18359	83611	LEHMAN BROTHERS UK CAPITAL FUNDING II LP	€ 15,000.00
XS0220704109	CA18357	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 65,000.00
IT0006578600	CA18361	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 140,000.00
XS0276162327	CA18349	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 102,000.00
XS0229584296	CA18348	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 25,000.00
XS0210433206	CA18351	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 8,000.00
XS0232364868	CA18347	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 2,000.00
XS0301086475	CA18343	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 651.00

EXHIBIT 2

[ISIN Code]	Nominal Amount (FOREIGN CURRENCY)	Interest ** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
XS0163559841	EUR 797,000.00	15,379.09	812,379.09	1,127,834.70	21,762.95	1,149,597.65
XS0176153350	EUR 7,939,000.00	225,680.26	8,164,680.26	11,234,478.90	319,360.14	11,553,839.04
XS0181945972	EUR 9,241,000.00	221,061.35	9,462,061.35	13,076,939.10	312,823.92	13,389,763.02
XS0185655445	EUR 934,000.00	23,283.24	957,283.24	1,321,703.40	32,948.12	1,354,651.52
XS0302315386	EUR 625,000.00	-	625,000.00	884,437.50	-	884,437.50
XS0307348234	EUR 8,000.00	-	8,000.00	11,320.80	-	11,320.80
XS0162289663	EUR 542,000.00	5,871.67	547,871.67	766,984.20	8,309.00	775,293.20
XS0178969209	EUR 7,029,000.00	193,483.55	7,222,483.55	9,946,737.90	273,798.58	10,220,536.48
XS0189294225	EUR 336,000.00	5,709.77	341,709.77	475,473.60	8,079.90	483,553.50
XS0195431613	EUR 488,000.00	4,111.04	492,111.04	690,568.80	5,817.53	696,386.33
XS0200284247	EUR 10,499,000.00	313,224.27	10,812,224.27	14,857,134.90	443,243.67	15,300,378.57
XS0202417050	EUR 170,000.00	4,506.04	174,506.04	240,567.00	6,376.50	246,943.50
XS0197173643	EUR 20,000.00	82.50	20,082.50	28,302.00	116.75	28,418.75
XS0208459023	EUR 1,845,000.00	41,243.59	1,886,243.59	2,610,859.50	58,363.80	2,669,223.30
XS0210782552	GBP 1,289,000.00	28,176.27	1,317,176.27	2,297,454.37	50,220.09	2,347,674.47
XS0211814123	EUR 1,319,000.00	31,702.51	1,350,702.51	1,866,516.90	44,862.23	1,911,379.13
XS0211093041	EUR 2,027,000.00	23,371.42	2,050,371.42	2,868,407.70	33,072.90	2,901,480.60
XS0213971210	EUR 733,000.00	7,209.84	740,209.84	1,037,268.30	10,202.64	1,047,470.94
XS0213416141	EUR 5,000.00	49.73	5,049.73	7,075.50	70.37	7,145.87
XS0229269856	EUR 15,000.00	754.05	15,754.05	21,226.50	1,067.05	22,293.55
XS0220704109	EUR 65,000.00	759.43	65,759.43	91,981.50	1,074.67	93,056.17
IT0006578600	EUR 140,000.00	-	140,000.00	198,114.00	-	198,114.00
XS0276162327	EUR 102,000.00	-	102,000.00	144,340.20	-	144,340.20
XS0229584296	EUR 25,000.00	1,708.50	26,708.50	35,377.50	2,417.70	37,795.20
XS0210433206	EUR 8,000.00	278.03	8,278.03	11,320.80	393.44	11,714.24
XS0232364868	EUR 2,000.00	103.93	2,103.93	2,830.20	147.08	2,977.28
XS0301086475	UNIT 651.00	-	651,000.00	921,230.10	-	921,230.10

Total Claim Amount USD 68,411,014.91

** Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD*

Amounts due in GBP have been converted to US Dollars using the exchange reference rate GBP/EUR and USD/EUR published by the European Central Bank for September 15, 2008: 1 GBP = 1.259525 EUR = 1.782354 USD

Each 1 UNIT of ISIN Code XS0301086475 represents EUR 1.000 of Nominal Amount

*** Interest accrued until September 14, 2008 (included)*

EXHIBIT 3

Evidence of Ownership

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0163559841
Common Code	016355984
Financial Instrument Description	EUR 6 LBHMAN BROS TREAS CO.BV (1-2)03-2011
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	797 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trans	CA18387
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDBLULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0163559841 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005BU
CA Notification	0000000065486204

History

CEI Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CEI Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro

Clearstream Banking - CreationOnline

16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0176153350
Common Code	017615335
Financial Instrument Description	EUR 7,00 LEHMAN BROS.HOLD.INC 03-2013
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	7 939.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Tran	CA18388
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0176153350 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

19/10/09

Page 71/80

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005BW
CA Notification	0000000065486207

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16:06		Settlement	Settled	
19/10/09 16:06		Processing	Accepted	
19/10/09 16:06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16:06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0181945972
Common Code	018194597
Financial Instrument Description	EUR 7 LEHMAN BROS TREAS 04-2014
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	9 241 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Tramo	CA18389
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0181945972 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

19/10/09

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References

Type	Reference
Clearstream	02M89A0005BY
CA Notification	0000000065486205

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0185655445
Common Code	018565544
Financial Instrument Description	EUR 7 LEHMAN BROS. TREAS. 04-2014
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	934 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal ID	
Trano	CA18385
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff. Settlement Date	19/10/09
Exp/Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(68) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0185655445 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

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BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005BQ
CA Notification	0000000065486202

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.36 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement Settled
ISIN Code	XS0302315386
Common Code	030231538
Financial Instrument Description	EUR 0,00 LEHMAN BROS TREAS 07-2013
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83603 - BANCA ALETTI + C SPA
Quantity of Financial Instrument	625 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA 18386
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Elf Settlement Date	19/10/09
Exp/Elf Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
B/C Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83603
Description	BANCA ALETTI + C SPA
Settlement Processing Narrative	CONSBLOK XS0302315386 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83603	
Additional Information			
Input Media	Internal		

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BSMauro	Clearstream Banking - CreationOnline	16.36 CET
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References

Type	Reference
Clearstream	02M89A0005BS
CA Notification	0000000065489174

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

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Clearstream Banking - CreationOnline

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0307348234
Common Code	030734823
Financial Instrument Description	EUR 0,00 LEHMAN BROS TREAS 07-2013
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83603 - BANCA ALETTI + C SPA
Quantity of Financial Instrument	8 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching Deal	Yes
Trano	CA18384
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff Settlement Date	19/10/09
Exp/Eff Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83603
Description	BANCA ALETTI + C. SPA
Settlement Processing Narrative	CONSBLOK XS0307348234 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83603	
Additional Information			
Input Media	Internal		

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References

Type	Reference
Clearstream	02M89A0005BO
CA Notification	0000000065489253

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0162289663
Common Code	016228966
Financial Instrument Description	EUR 5 LEHMAN BROS TREAS CO.BV 03-2010
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	542 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18379
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff. Settlement Date	19/10/09
Exp/Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0162289663 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

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References

Type	Reference
Clearstream	02M89A0005BZ
CA Notification	0000000065486201

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0178969209
Common Code	017896920
Financial Instrument Description	EUR 7 LEHMAN BROS TREAS.CO.BV (1-2) 03-2013
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	7.029.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18375
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Err Settlement Date	19/10/09
Exp/Err Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0178969209 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16,40 CET
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References

Type	Reference
Clearstream	02M89A0005BR
CA Notification	000000065486203

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0189294225
Common Code	018929422
Financial Instrument Description	EUR 7,00 LBHMAN BROS.04-2014
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	336 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Transo	CA18370
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Br Settlement Date	19/10/09
Exp/Br Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0189294225 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005B2
CA Notification	0000000065486206

History

CE Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CE Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pop/Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0195431613
Common Code	019543161
Financial Instrument Description	EUR 7,00 LEHMAN BROS (W8 S)/TREAS 04-2014
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	488 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18377
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff Settlement Date	19/10/09
Exp/Eff Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0195431613 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

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References

Type	Reference
Clearstream	02M89A0005BV
CA Notification	0000000065486263

History

CEI Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CEI Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

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Clearstream Banking - CreationOnline

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0200284247
Common Code	020028424
Financial Instrument Description	EUR 7,00 LEHMAN BROS.TREAS.04-2014
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	10 499.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18373
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Err Settlement Date	19/10/09
Exp/Err Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0200284247 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005BN
CA Notification	0000000065486266

History

CEI Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16 06		Settlement	Settled	
19/10/09 16 06		Processing	Accepted	
19/10/09 16 06		Processing	Receipt	

Current Activity-Status

CEI Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16 06		Settlement	Settled	

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0202417050
Common Code	020241705
Financial Instrument Description	EUR 7,50 LBHMAN BROS HOLD PLC 04-2014
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	170 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18372
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Err Settlement Date	19/10/09
Exp/Err Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0202417050 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

IN/PA	Reference
Clearstream	02M89A0005BL
CA Notification	0000000065486265

History

CEI Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CEI Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

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Clearstream Banking - CreationOnline

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0197173643
Common Code	019717364
Financial Instrument Description	EUR FL R LEHMAN BROS.TREAS.CO BV(W8 S)04-2011
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	20 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trans	CA 18368
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Err Settlement Date	19/10/09
Exp/Err Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0197173643 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005AW
CA Notification	0000000065486277

History

CEI Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CEI Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro

Clearstream Banking - CreationOnline

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0208459023
Common Code	020845902
Financial Instrument Description	EUR 7,00 LEHMAN BROS.HOLD INC. 04-2016
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	1.845 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trans	CA18371
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0208459023 OCE CONSENT YOUR INX

Settlement Parties

Input	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

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Clearstream Banking - CreationOnline

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References

Type	Reference
Clearstream	02M89A0005BJ
CA Notification	0000000065486264

History

CEP Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CEP Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro

Clearstream Banking - CreationOnline

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Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0210782552
Common Code	021078255
Financial Instrument Description	EUR FL R LEHMAN BROS.TREAS.CO BV 05-2013
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	1 289.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date / Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18363
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff. Settlement Date	19/10/09
Exp/Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0210782552 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005B8
CA Notification	0000000065486563

History

CE Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CE Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

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Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0211814123
Common Code	021181412
Financial Instrument Description	EUR 7,00 LEHMAN BROS TREAS.CO.BV 05-2017
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	1 319.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18364
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff. Settlement Date	19/10/09
Exp/Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0211814123 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005AN
CA Notification	0000000065486547

History

CE Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CE Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro

Clearstream Banking - CreationOnline

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Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0211093041
Common Code	021109304
Financial Instrument Description	EUR 7,50 LEHMAN BROS TREAS CO BV 05-2015
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	2 027 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18367
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Er Settlement Date	19/10/09
Exp/Er Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0211093041 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005AT
CA Notification	0000000065486556

History

CEI Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CEI Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0213971210
Common Code	021397121
Financial Instrument Description	EJR 7,625 LEHMAN BROS. TREAS. CO. BV (W8 S) 05-15
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	733 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18365
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff Settlement Date	19/10/09
Exp/Eff Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0213971210 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005AK
CA Notification	0000000065486555

History

CE Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CE Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0213416141
Common Code	021341614
Financial Instrument Description	EUR 8,25 LEHMAN BROS.TREAS.CO.BV(W8 S)05-2035
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	5 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18358
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Err Settlement Date	19/10/09
Exp/Err Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0213416141 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005AS
CA Notification	0000000065486558

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0229269856
Common Code	022926985
Financial Instrument Description	EUR 5,125 LEHMAN BROS. UK CAP.FUND.II(1)05-XX
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	15 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18359
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff. Settlement Date	19/10/09
Exp/Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0229269856 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005AV
CA Notification	0000000065486638

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0220704109
Common Code	022070410
Financial Instrument Description	EUR 7 LEHMAN BROS TREAS CO BV 05-2017
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	65.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18357
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Eff Settlement Date	19/10/09
Exp/Eff Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0220704109 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02MB9A0005B1
CA Notification	0000000065486546

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	IT0006578600
Common Code	023985071
Financial Instrument Description	EUR 7 LEHMAN BROTHERS (FXR-FLR)05-2017
Place of Safekeeping	MOTITMMXXX
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	140.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Transo	CA18361
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Ef. Settlement Date	19/10/09
Exp./Ef. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[80] INTESABCI BANK SPA
BiC Address	BCITITMMXXX
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK IT0006578600 OAL CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005B4
CA Notification	0000000065487145

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0276162327
Common Code	027616232
Financial Instrument Description	EUR 0,00 LEHMAN BROS TREAS.CO.BV 06-2010
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	102.000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Transac	CA18349
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	(6B) BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0276162327 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005B3
CA Notification	0000000065487595

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16 06		Settlement	Settled	
19/10/09 16 06		Processing	Accepted	
19/10/09 16 06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16 06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0229584296
Common Code	022958429
Financial Instrument Description	EUR 7,25 LEHMAN BROS TREAS (3171) 05-2035
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16.06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	25 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA 18348
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0229584296 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
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References

Type	Reference
Clearstream	02M89A0005B0
CA Notification	0000000065486643

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0210433206
Common Code	021043320
Financial Instrument Description	EUR 6,00 LEHMAN BROS.TREAS.CO.BV05-2035
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	8 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0.00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trano	CA18351
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/Err Settlement Date	19/10/09
Exp/Err Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0210433206 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
---------	--------------------------------------	-----------

References

Type	Reference
Clearstream	02M89A0005B7
CA Notification	0000000065486549

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16:06		Settlement	Settled	
19/10/09 16:06		Processing	Accepted	
19/10/09 16:06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16:06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Pool Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0232364868
Common Code	023236486
Financial Instrument Description	EUR 6,00 LEHMAN BROS.TREAS.CO.BV 05-2035
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16:06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C
Quantity of Financial Instrument	2 000
Quantity Type	Face Amount
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Trans	CA18347
Common	
Transaction Indicator	Settlement Activity
Actual/Settled Amount	
Exp./Eff. Settlement Date	19/10/09
Exp./Eff. Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C. SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0232364868 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
---------	--------------------------------------	-----------

References

Type	Reference
Clearstream	02M89A0005AX
CA Notification	0000000065486642

History

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason Narrative
19/10/09 16.06		Settlement	Settled	

BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Type of Settlement Transaction	Securities Blocking
Post Reference	
Function of Message	New Message
Instruction Type	Receive Free
Activity Status	Settlement-Settled
ISIN Code	XS0301086475
Common Code	030108647
Financial Instrument Description	UNT LEHMAN BROS.TREAS 040711
Place of Safekeeping	IRVTGB2XGPT
Common Code Type	Single
Reason Narrative	
Sender's Reference	NONREF
Last Update	19/10/09 16 06
Previous Reference	
Deal Reference	
Common Reference	
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C
Quantity of Financial Instrument	651
Quantity Type	Unit
Processing Indicator	
Requested Settlement Date	19/10/09
Trade Date/Time	19/10/09 0 00
Closing Date	
Priority	Normal Priority
Settlement Amount	
Currency	
Guaranteed Delivery	No
Deal Price	
Deal Price Currency	
Deal Price Format	
Taxable Income Per Share	
Taxable Income Per Share Currency	
Taxable Income Per Share Format	
FX Currency	
Delivery Without Matching	Yes
Deal	
Transp	CA18343
Common	
Transaction Indicator	Settlement Activity
Actual Settled Amount	
Exp/El Settlement Date	19/10/09
Exp/El Value Date	
Best Matching Instruction	

Settlement Parties

Clearstream Depository	[6B] BKNY MELLON, LDN
BIC Address	IRVTGB2XGPT
Place of Settlement	CEDELULLXXX - Clearstream
Physical Transaction	No
Immediate Release	No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement Processing Narrative	CONSBLOK XS0301086475 OCE CONSENT YOUR INX

Settlement Parties

Type	Format	Party	Account
Receiving Agent	CLEARSTREAM	83611	
Additional Information			
Input Media	Internal		

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
---------	--------------------------------------	-----------

References

Type	Reference
Clearstream	02M89A0005AL
CA Notification	0000000065488554

History

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16 06		Settlement	Settled	
19/10/09 16.06		Processing	Accepted	
19/10/09 16.06		Processing	Receipt	

Current Activity-Status

CET Timestamp	User	Activity	Status	Reason/Narrative
19/10/09 16 06		Settlement	Settled	

EXHIBIT 4

Written Consent June 9, 2005

06/08/2005

16:41

LEHMAN → 916467582653

NO. 504

001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023360294

P.02

DE. 05. 2005 25:11 LE-PH. - 31645752653
25/05/2005 16:41 LE-PH. - 31645752653

NO. 290 004
NO. 504 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, *provided* that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

06/08/2005

16:41

LEHMAN → 916467582653

NO. 504

003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No



United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

Banca Aletti & C. S.p.a.
Tel. +390243358107
Fax +390243358364
E-mail :
massimo.zerbino@alettibank.it

Ocotber 23, 2009

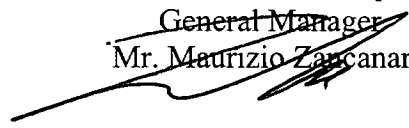
BANCA ALETTI & C. S.P.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

Enclosed please find two original copies of the proofs of claim hereby filed by Banca Aletti & C. S.p.a. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.





Kind regards,


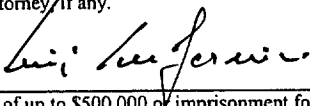
Banca Aletti & C. S.p.A.
General Manager
Mr. Maurizio Zancanaro



EXTREMELY URGENT

[illegible]

SHIPMENT AWB No: CPI 20:08:06 00215121		DESTINATION: OR	
POST/ZIP CODE: (J)J001 3041 0642 6000 9078			
Ref Code : 1/1		Date: Shipment Date/Pl. Place Day / /	
Content Description: LAYBILL 4973626TSS		DOX 10017, UNITED STATES Origin: MIL	
		AY01 ZYP-TSS	
		DOX 10017, UNITED STATES Origin: MIL	
		DOX 10017, UNITED STATES Origin: MIL	

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000049792	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-doctel.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Banca Agricola Commerciale della Repubblica di San Marino S.p.A. Via Oddone Scarito, 13 47893 Borgo Maggiore Repubblica di San Marino Attention: Mr. Stefano Cataldo		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: +378 871286 Email Address: legale@bac.sm			
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: See attached _____ (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): See attached _____ (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p>See attached _____ (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p>See attached _____ (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 1px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 27 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
<p>Date: October 23, 2009</p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any.</p> <p>Name: Luigi Lonfermini Title: President</p> 			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: Chapter 11
Lehman Brothers Holdings Inc., *et al.* Case No. 08-13555 (JMP)
(Jointly Administered)
Debtors.
-----X

**ANNEX TO PROOF OF CLAIM OF
BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO
S.P.A.**

1. Claimant. Banca Agricola Commerciale della Repubblica di San Marino S.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Euroclear Bank electronic instruction reference number and the Euroclear Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3

attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 1,931,973.42, plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or

person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN Code	Euroclear electronic instruction reference #	Euroclear account #	Sub- custodian account #	Issuer	Nominal Amount
XS0176153350	6034125	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 40,000.00
XS0181945972	6034129	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 300,000.00
XS0208459023	6034137	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 500,000.00
XS0211093041	6034139	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 500,000.00

EXHIBIT 2

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
XS0176153350	40,000.00	1,137.07	41,137.07	56,604.00	1,609.07	58,213.07
XS0181945972	300,000.00	7,176.54	307,176.54	424,530.00	10,155.52	434,685.52
XS0208459023	500,000.00	11,177.10	511,177.10	707,550.00	15,816.71	723,366.71
XS0211093041	500,000.00	5,765.05	505,765.05	707,550.00	8,158.12	715,708.12
Total Claim Amount					USD 1,931,973.42	

**Amounts due in EUR have been converted to US Dollars using the exchange reference rate published on Web Site of Banca D'Italia, section "Euro Foreign Exchange references rates as of 15 Sep 2008" (www.bancaditalia.it/banca_centrale/cambi/rif/2008/09/cambi_rif_1509_en.htm) for September 15, 2008: 1 EUR = 1.4151 USD*

*** Interest accrued until September 14, 2008 (included).*

EXHIBIT 3

Evidence of Ownership



BANCA AGRICOLA COMMERCIALE
Della Repubblica di San Marino
Via Oddone Scarito 13
Borgo Maggiore
RSM

Lugano, 08.10.2009

LEHMAN BROTHERS BONDS

Dear Sirs,

we hereby confirm you that , at present date, we have deposited on your behalf, on our 12462 account with Euroclear Bank, the securities of the attached list.

Best regards.

UNICREDIT (SUISSE) BANK SA

A handwritten signature in black ink, appearing to read 'Kuba'.

A handwritten signature in black ink, appearing to read 'Paolo'.

ISIN CODE	NAME	CURR	AMOUNT	ACC. AT EUROCLEAR	BAC ACC. WITH UNICREDIT SUISSE
XS0252835110	LEHMAN BROS 2011 FLR	EUR	5'250'000	12462	200301
XS0254171191	LEHMAN BROS 2016 FLR	EUR	950'000	12462	200301
XS0208469023	LEHMAN BROS 2016 FLR	EUR	500'000	12462	200301
XS0211093041	LEHMAN BROS 2015 FLR	EUR	500'000	12462	200301
XS0181945972	LEHMAN BROS 2014 FLR	EUR	300'000	12462	200301
XS0268648952	LEHMAN BROS 2016 FLR	EUR	250'000	12462	200301
XS0183944643	4.75 LEHMAN BROS 2014	EUR	220'000	12462	200301
XS0189741001	LEHMAN BROS 2011 FLR	EUR	200'000	12462	200301
XS0252834576	4 LEHMAN BROS 2011	EUR	170'000	12462	200301
XS0179304869	LEHMAN BROS 2008 FLR	EUR	56'000	12462	200301
XS0176153350	LEHMAN BROS 2013 FLR	EUR	40'000	12462	200301
XS0128857413	6 3/8 LEHMAN BROS 2011	EUR	20'000	12462	200301

UniCredit
(Suisse) Bank s.a.

Lugano, 12.10.2009

Kruza

Vicko L.

Custody: Valid Instructions - 08/10/09 13:22:32

```
+-----+
+          ACCOUNT 12462          + 08/10/09
+      VALIDATED INSTRUCTIONS      + 06:18
+  EUCLID VALIDATION DATE: 06/10/2009 +
+-----+
```

CUSTODY SERVICE

79:TYP-SUBT-CPN 35A:NOMINAL...AMOUNT 30:SET.DAT 72:P-N.DAT (E/C REF)
20:YOUR...REFERENCE USER...NBR TIMESTAMP
35B: SECURITY.....DESCRIPTION CUR EUCLID.STAT PARTSTAT
77D:REGISTRATION (RG)
87F:CORRESPONDENT (CO)
88D:BENEFICIARY (BE)
77R:CERTIFICATION (CE)
80B:PROXY (PR)
79:REC:REMARKS TO RECIPIENT (RR)
72:EOC:REMARKS TO EOC

MESSAGES FROM EOC

79: 37- - 35A: 20000 30:051009 72: (6030507)
20:LEHMAN 1 17:18:18
35B:XS0128857413 LEHMAN BROTHERS HOL 6.37500 10/05/11 EUR IPRO (FUT)
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
CONTACT SIMONA PACI 00378 871254 AMM.TITOLI AT BAC.SM
72:EOC:P. ALESSANDRINI 0041 91 9109559

Custody: Valid Instructions - 08/10/09 13:21:44

```
+-----+
+          ACCOUNT 12462          + 08/10/09
+        VALIDATED INSTRUCTIONS   + 06:18
+      EUCLID VALIDATION DATE: 08/10/2009 +
+-----+
```

CUSTODY SERVICE

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79:TYP-SUBT-CPN 35A:NOMINAL...AMOUNT 30:SET.DAT 72:P-N.DAT (E/C REF)
20:YOUR...REFERENCE USER....NBR TIMESTAMP
35B:          SECURITY.....DESCRIPTION CUR EUCLID.STAT PARTSTAT
77D:REGISTRATION (RG)
87F:CORRESPONDENT (CO)
88D:BENEFICIARY (BE)
77R:CERTIFICATION (CE)
80B:PROXY (PR)
79:REC:REMARKS TO RECIPIENT (RR)
72:EOC:REMARKS TO EOC
```

MESSAGES FROM EOC

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79: 37- - 35A: 250000 30:071009 72: (6034150)
20:LEHMAN 12 16:15:18
35B:XS0268648952 LEHMAN BROTHERS HOL 4.25000 00/09/16 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA 0041 91 910 9536

79: 37- - 35A: 950000 30:071009 72: (6034146)
20:LEHMAN 11 16:14:45
35B:XS0254171191 LEHMAN BROTHERS HOL VAR 00/05/16 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA 0041 91 910 9536

79: 37- - 35A: 5250000 30:071009 72: (6034144)
20:LEHMAN 10 16:14:15
35B:XS0252835110 LEHMAN BROTHERS HOL VAR 04/05/11 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA 0041 91 910 9536

79: 37- - 35A: 70000 30:071009 72: (6034141)
20:LEHMAN 9 16:13:47
35B:XS0252834576 LEHMAN BROTHERS HOL 4.00000 04/05/11 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA 0041 91 910 9536

79: 37- - 35A: 500000 30:071009 72: (6034139)
20:LEHMAN 8 16:13:25
35B:XS0211093041 LEHMAN BROTHERS TRE 7.50000 16/02/15 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA 0041 91 910 9536

79: 37- - 35A: 500000 30:071009 72: (6034137)
20:LEHMAN 7 16:12:51
35B:XS0208459023 LEHMAN BROTHERS TRE 4.00000 30/12/16 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA 0041 91 910 9536

79: 37- - 35A: 200000 30:071009 72: (6034133)
20:LEHMAN 6 16:12:28
35B:XS0189741001 LEHMAN BROTHERS HOL VAR 00/04/11 EUR IPRO (FUT )
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
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Custody: Valid Instructions - 08/10/09 13:21:44

EMAIL LEGALE AT BAC.SM	STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA	0041 91 910 9536
79: 37- - 35A: 220000 30:071009 72: (6034131)	
20:LEHMAN 5 16:11:59	
35B:XS0183944643 LEHMAN BROTHERS HOL 4.75000 16/01/14 EUR IPRO (FUT)	
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA	
EMAIL LEGALE AT BAC.SM	STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA	0041 91 910 9536
79: 37- - 35A: 300000 30:071009 72: (6034129)	
20:LEHMAN 4 16:11:33	
35B:XS0181945972 LEHMAN BROTHERS TRE 7.00000 00/01/14 EUR IPRO (FUT)	
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA	
EMAIL LEGALE AT BAC.SM	STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA	0041 91 910 9536
79: 37- - 35A: 56000 30:071009 72: (6034127)	
20:LEHMAN 3 16:11:06	
35B:XS0179304869 LEHMAN BROTHERS HOL VAR 03/11/08 EUR IPRO (FUT)	
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA	
EMAIL LEGALE AT BAC.SM	STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA	0041 91 910 9536
79: 37- - 35A: 40000 30:071009 72: (6034125)	
20:LEHMAN 2 16:10:28	
35B:XS0176153350 LEHMAN BROTHERS TRE 7.00000 10/10/13 EUR IPRO (FUT)	
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA	
EMAIL LEGALE AT BAC.SM	STEFANO CATALDO 00378 871286
72:EOC:WEBER SACHA	0041 91 910 9536

EXHIBIT 4

Written Consent June 9, 2005

06/08/2005

16:41

LEHMAN → 916467582653

NO. 504

P01

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

NO. 290 004
NO. 504 002
25/05/2005 16:41 E-PMN - 31223380294
E-PMN + 31646702953

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

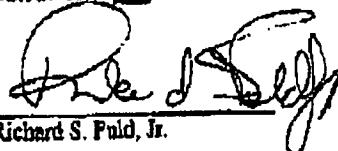
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber




06/08/2005 16:41 LEHMAN + 916467582653

NO.504 003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXPRESS WORLDWIDE (D) DOX		10017, UNITED STATES Origin:	
US-ZYP-TSS		CO06	
Date: 16.01.09 PerShip Weight: 0.30 kg 1/1		Ref Code:	
Account No: 100339402		Content:	
US10017*42000000		10017 53 0059 0400	
(J)JD01 3041 0354 6008 2105		10017 53 0059 0400	
SHIPMENT AWARD		DESTINATION:	
CPI 16.01.09 08643212		OR	

United States Bankruptcy Court/Southern District of New York		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000050827	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from creditor)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known)	
Banca Popolare di Puglia e Basilicata S.C.p.A. Via Ottavio Serena, 15 70022 Altamura (Bari) Italy Attention: Mr. Renato Quaranta		Filed on: _____	
Telephone number: +39 080 8710342 Email Address: tesoreria.integrata@bancapopolaredipugliaebasilicata.it		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above)			
Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 1px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 28 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
<table border="1"><tr><td>Date: October 27th, 2009</td><td>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Raffaele D'Ecclesiis Title: President </td></tr></table>			
Date: October 27 th , 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Raffaele D'Ecclesiis Title: President 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.
-----X

**ANNEX TO PROOF OF CLAIM OF
BANCA POPOLARE DI PUGLIA E BASILICATA S.C.P.A.**

1. Claimant. Banca Popolare di Puglia e Basilicata S.C.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank, account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities have the benefit of an express, unconditional and

irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ **1,228,803.16**, plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN Code	Clearstream blocking reference #	Clearstream Account #	Sub-custodian account #	Iusser	Nominal Amount
XS0176153350	CA81609	81999	99/1/5385/23	Lehman Brothers Treasury Co. B.V	€ 60,000.00
XS0195431613	CA81618	81999	99/1/5385/23	Lehman Brothers Treasury Co. B.V	€ 25,000.00
XS0211093041	CA81648	81999	99/1/5385/22	Lehman Brothers Treasury Co. B.V	€ 400,000.00
XS0213971210	CA81657	81999	99/1/5385/22	Lehman Brothers Treasury Co. B.V	€ 360,000.00

ISIN Code	Monte Titoli blocking reference #	Monte Titoli Account #	Iusser	Nominal Amount
IT0006578600	82032999	5385.00	Lehman Brothers Treasury Co. B.V	€ 10,000.00

EXHIBIT 2

ISIN CODE	Nominal Amount (FOREIGN CURRENCY)	Interest ** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
IT0006578600	€ 10,000	€ 196.63	€ 10,196.63	14,201.00	279.23	14,480.23
XS0176153350	€ 60,000	€ 1,710.25	€ 61,710.25	85,206.00	2428.73	87,634.73
XS0195431613	€ 25,000	€ 211.18	€ 25,211.18	35,502.50	299.90	35,802.40
XS0211093041	€ 400,000	€ 4,624.66	€ 404,624.66	568,040.00	6,567.48	574,607.48
XS0213971210	€ 360,000	€ 3,550.68	€ 363,550.68	511,236.00	5,042.32	516,278.32
Total Claim Amount					USD \$ 1,228,803.16	

** Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the Bloomberg for September 15, 2008: 1 Eur = 1.4201 USD*

*** Interest accrued until September 14, 2008 (included)*

EXHIBIT 3

Evidence of Ownership

23. Ott. 2009 16:00

Nr. 2947 P. 1



Lehman Brothers Holdings Inc. Chapter 11, Case No. 08-13555 (JMP) (Jointly Administered)

STATEMENT

Istituto Centrale delle Banche Popolari S.p.A., represented by Mr. LUCIANO MEROSO, in his capacity as Deputy Manager, having its registered office in Milan, Corso Europa 18, in order to allow its depositor holding Lehman Programs Securities, as defined by the order entered on July 2, 2009 by the U.S. Bankruptcy Court for Southern District of New York, to file a proof of claim against Lehman Brothers Holdings Inc.

CERTIFIES

That, at the date of October 23, 2009, Banca Popolare di Puglia e Basilicata s.c.p.a., having its registered office in Altamura (BA), via Ottavio Serena 13 is the depositor of the Lehman Programs Securities listed below and that Clearstream Bank, at our request, assigned to each Lehman Programs Security a blocking reference number, as stated below.

Issuer	ISIN Code	Currency	Nominal Amount	Clearstream Blocking #	Clearstream Account #	ICBPI Account #
LEHMAN 10/10/13 LKD	XS0176153350	EUR	60,000.00	CA81609	81999	99/1/5385/23
LEHMAN 03/11/08 TV	XS0179304869	EUR	80,000.00	CA81611	81999	99/1/5385/23
LEHMAN 5/4/11 TV	XS0189741001	EUR	25,000.00	CA81613	81999	99/1/5385/23
LEHMAN 21/05/09 TV	XS0193036358	EUR	45,000.00	CA81614	81999	99/1/5385/23
LEHMAN 14/7/14 7%	XS0195431613	EUR	25,000.00	CA81618	81999	99/1/5385/23
LEHMAN 09/11/09 TV	XS0205185456	EUR	20,000.00	CA81642	81999	99/1/5385/23
LEHMAN 09/03/15 4%	XS0213899510	EUR	60,000.00	CA81655	81999	99/1/5385/23
LEHMAN 20/07/12 TV	XS0224346592	EUR	660,000.00	CA81663	81999	99/1/5385/23
LEHMAN 10/12 5.375%	XS0326006540	EUR	50,000.00	CA81669	81999	99/1/5385/23
LEHM TSY 2/15 S/D TM	XS0211093041	EUR	400,000.00	CA81648	81999	99/1/5385/22
LEHMAN 18/03/15 TV	XS0213971210	EUR	360,000.00	CA81657	81999	99/1/5385/22

ISTITUTO CENTRALE DELLE BANCHE POPOLARI SpA
Capogruppo del Gruppo ICBPI

Sede Sociale e Direzione Generale in Milano: Corso Europa, 18 - CAP 20122 - Tel +39 02 7705 1 - Fax +39 02 7705 346

Offici di Roma: Via Elio Chianci 110/1 - CAP 00128 - Tel +39 06 45485 1 - Fax +39 06 45485 440
Capitale Sociale Euro 37.883.700,00 i. v. - Iscritto all'Albo delle Banche e dei Gruppi Bancari n. 5000.5

Aderente al fondo interbancario di tutela dei depositi

Reg. Imp. MI e Cod. Fisc. 00410710586 - Part. IVA 13212880150 - R.E.A. 318847 - e-mail: informazioni@icbpi.it - www.icbpi.it

23. Ott. 2009 16:01

Nr. 2947 P. 2



Yours faithfully,
Istituto Centrale delle Banche Popolari S.p.A.


A handwritten signature in dark ink, appearing to read 'Luciano Meroso', is written over a horizontal line.

Luciano Meroso
Deputy Manager

Milan, 23 October 2009

Messaggio/i 717

Pagina 1 di 1

IL GRUPPO BORSA ITALIANA			
Borsa Italiana	Bit Systems	CC&G	PAGS
 Monte Titoli <small>CENTRO ELETTRONICO</small>		717 Richiesta Saldi	

PAG: 01



Codice	Riferimenti
5385.00	
POP.PUGLIA BASIL.	
UFFICIO CONTABILITA'FINANZA	
VIA O. SERENA 13	
70022 ALTAMURA (BA)	

717 Richiesta Saldi

VI TRASMETTIAMO LA POSIZIONE DEL VOSTRO CONTO TITOLI
AL 19/10/09.

Codice	Descrizione	Codice/Divisa	Saldo contabile	Segno	Saldo disponibile	Segno
IT0006578600.00	LEHMAN BR. 05/17 TM	EUR	10000.00	C	10000.00	C

MONTE TITOLI S.p.A.
CENTRO ELETTRONICO

[Disclaimer] [Copyright]

EXHIBIT 4

Written Consent June 9, 2005

06/08/2005

16:41

LEHMAN → 916467582653

NO. 504 001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

NO. 290 004
NO. 504 002 P. 02

DE. 05. 2005 25:11 E-MAN - 31645752294
25/05/2005 16:41 E-MAN + 31645752294

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

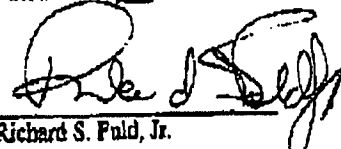
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegee thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fald, Jr.


John D. Macomber

06/08/2005

16:41

LEHMAN → 916467582653

NO.504

003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

Track this shipment via the DHL Web Site: <http://www.dhl.com>

Payee account number and insurance details

Charge To ☒ Shipper ☐ Receiver ☐ Joint party

Payee Account No. 10430983

☐ Bill of lading ☐ Invoice ☐ Packing slip ☐ Certificate of origin

☐ Joint transport advice

From (Shipper)

Shipper's account no. 104350801

Contract name

Shippers referenced on 23 invoices that only use 13 bill of lading numbers

Docs

Company name

GE. P.O. SPA

Address

STRAUN NATIONAL OVEST, 10

City

COLLECCHIO (PR)

Reference Code (required)

43044

Phone, Fax or E-Mail (required)

+39055323011

To (Receiver)

Company name

DEPIC BANKAUFY SOLUTIONS LLC

Delivery address

ATT. LEHMAN BROTHERS HOLDINGS

PLAUS PROCESSING

757 THIRD AVENUE 3RD FLOOR

NEW YORK NY

Country

United States of America

City

10017

Time zone

DHL Connect

4863765024

ORIGIN

LEG

Destination code

ZYP

TS

Product & Service

EX EXPRESS WORLDWIDE

DOX

Service Options (see charges page)

Weight

0.5

kg

Dimensions in cm (Length x Width x Height)

10 X 10 X 10

kg

Flat description of contents

DOCUMENTS

Give contact the goods

0.2

kg

CHARGES

Other

Insurance

WT

COLLECT

SHIPMENT

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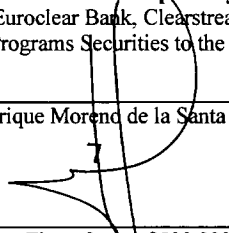
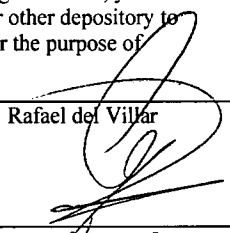
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CUSTOMER
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PLEASE

TOP

VERY URGENT

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 000055815 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Credit Suisse Sucursal en España See Attached Rider Telephone number: Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$See Attached Rider (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): See Attached Rider (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p>See Attached Rider (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p>See Attached Rider (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 10/16/09	Authorized Signatories: Enrique Moreno de la Santa Rafael del Villar  		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF
Credit Suisse Sucursal en España against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse Sucursal en España (“CS”) files this claim against Lehman Brothers Holdings, Inc. (“LBHI”) based on the Lehman Programs Securities (“LPS”, whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse Sucursal en España
1 Madison Avenue
New York, NY 10010
Attn: Allen Gage
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Richard Levin
Ph: (212) 474-1135

SCHEDULE I

CS Entity: Credit Suisse Sucursal en España

ISIN (12 digits)	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285		
			Nominal	Units	Nominal	Units	Blocking No.
XS0282978666	EUR	CS Zurich	123,000	-	123,000	-	9484522
XS0325369725	USD	CS Zurich	98,000	-	98,000	-	9484523
XS0204933997	USD	CS Zurich	30,000	-	30,000	-	9484524
XS0235227302	EUR	CS Zurich	-	312	-	312	9484501
XS0250879763	USD	CS Zurich	218,000	-	218,000	-	9484502
XS0302356737	EUR	CS Zurich	-	300	-	300	9484503
XS0339537390	EUR	CS Zurich	387,000	-	387,000	-	9484504
ANN5214R1481	EUR	CS Zurich	-	50	-	50	9484505
XS0213416141	EUR	CS Zurich	370,000	-	370,000	-	9484506
XS0218304458	EUR	CS Zurich	149,000	-	149,000	-	9484507
XS0225841898	EUR	CS Zurich	85,000	-	85,000	-	9484508
XS0246504210	EUR	CS Zurich	300,000	-	300,000	-	9484509
XS0258901759	EUR	CS Zurich	440,000	-	440,000	-	9484510
XS0269149497	EUR	CS Zurich	-	135	-	135	9484511
ANN5214A1035	EUR	CS Zurich	-	3,553	-	3,553	9484512
XS0284511994	EUR	CS Zurich	300,000	-	300,000	-	9484513
XS0285422597	EUR	CS Zurich	380,000	-	380,000	-	9484514
XS0286018758	EUR	CS Zurich	7,065,000	-	7,065,000	-	9484515
XS0286239925	EUR	CS Zurich	23,900,000	-	23,900,000	-	9484516
XS0290654978	EUR	CS Zurich	150,000	-	150,000	-	9484517
XS0308935575	EUR	CS Zurich	4,000,000	-	4,000,000	-	9484518
XS0308937605	USD	CS Zurich	2,000,000	-	2,000,000	-	9484519
XS0317359718	EUR	CS Zurich	170,000	-	170,000	-	9484520
XS0349908839	EUR	CS Zurich	10,730,000	-	10,730,000	-	9484521
XS0349908839	EUR	CS Zurich	500,000	-	500,000	-	6049984

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United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000055817



THIS SPACE IS FOR COURT USE ONLY

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Credit Suisse (Monaco) SAM

See Attached Rider

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ See Attached Rider (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See Attached Rider (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Attached Rider (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:
See Attached Rider (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:
10/07/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

E. CURE

B. ACHARY

Head of Operations

FOR COURT USE ONLY
FILED / RECEIVED

OCT 29 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF
Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

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3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M.
1 Madison Avenue
New York, NY 10010
Attn: Allen Gage
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Richard Levin
Ph: (212) 474-1135

SCHEDULE I

CS Entity: Credit Suisse (Monaco) S.A.M.

ISIN	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285		
			Nominal	Units	Nominal	Units	Blocking No
XS0335964648	EUR	CS Zurich	10,000	-	10,000	-	9454832
XS0325369725	USD	CS Zurich	300,000	-	300,000	-	9454833
XS0186883798	USD	CS Zurich	712,000	-	712,000	-	9454834
XS0204933997	USD	CS Zurich	1,010,000	-	1,010,000	-	9454835
XS0266486025	USD	CS Zurich	1,000,000	-	1,000,000	-	9454836
XS0303746571	EUR	CS Zurich	310,000	-	310,000	-	9454837
XS0347732892	USD	CS Zurich	50,000	-	50,000	-	9454838
XS0213899510	EUR	CS Zurich	1,312,000	-	1,312,000	-	9454839
XS0186243118	CHF	CS Zurich	50,000	-	50,000	-	9454840
XS0082350587	ITL	CS Zurich	615,000,000	-	615,000,000	-	9454841
XS0210433206	EUR	CS Zurich	130,000	-	130,000	-	9454842
XS0210414750	GBP	CS Zurich	50,000	-	50,000	-	9454843
XS0224346592	EUR	CS Zurich	60,000	-	60,000	-	9454844
XS0229269856	EUR	CS Zurich	234,000	-	234,000	-	9454845
XS0252834576	EUR	CS Zurich	500,000	-	500,000	-	9454846
XS0256368308	USD	CS Zurich	100,000	-	100,000	-	9454847
XS0326978102	USD	CS Zurich	1,990,000	-	1,990,000	-	9454848
ANN521338783	USD	CS Zurich	-	8	-	8	9454849
XS0292459327	USD	CS Zurich	300,000	-	300,000	-	9454850
XS0302356737	EUR	CS Zurich	-	300	-	300	9454851
XS0308389807	USD	CS Zurich	920,000	-	920,000	-	9454852
XS0339537390	EUR	CS Zurich	150,000	-	150,000	-	9454853
XS0327236914	EUR	CS Zurich	804,000	-	804,000	-	9454854
XS0343681473	EUR	CS Zurich	2,000,000	-	2,000,000	-	9454855
XS0337337710	CHF	CS Zurich	30,000	-	30,000	-	9454856
DE000A0TQG23	EUR	CS Zurich	80,000	-	80,000	-	9454857

CS Entity: Credit Suisse (Monaco) S.A.M.

ISIN	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285		
			Nominal	Units	Nominal	Units	Blocking No
XS0362500893	USD	CS Zurich	2,000,000	-	2,000,000	-	9454858
XS0310847503	USD	CS Zurich	3,000,000	-	3,000,000	-	9454859
XS0317359478	USD	CS Zurich	3,000,000	-	3,000,000	-	9454860
XS0383013066	USD	CS Zurich	2,030,000	-	2,030,000	-	9454861
XS0360038714	USD	CS Zurich	2,000,000	-	2,000,000	-	9454862
XS0310125546	EUR	CS Zurich	300,000	-	300,000	-	9454863


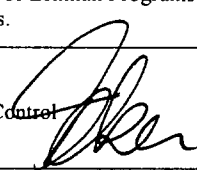
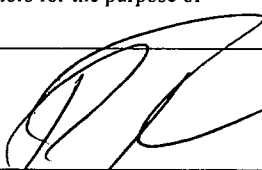
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055855 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Bank Hapoalim (Switzerland) Ltd. Stockerstrasse 33 CH-8002 Zuerich, Switzerland Attention: Brigitte Fotsch & Rudolf Brunner With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attention: Douglas R. Davis Telephone number: (212) 373-3000 Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>Please See Attachment</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>Please See Attachment</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Please See Attachment</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Please See Attachment</u> (Required)</p>			
Date: October 16, 2009		Signature: Brigitte Fotsch Head of Internal Control Manager  Rudolf Brunner Head of Treasury Manager 	
		FOR COURT USE ONLY FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**ATTACHMENT TO PROOF OF CLAIM OF
BANK HAPOALIM (SWITZERLAND) LTD.
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").

3. Bank Hapoalim (Switzerland) Ltd. (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.²

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").

5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").

6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

¹ The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

² The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee") and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the "LBHI Guarantees").

7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.

8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal

or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

11. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.

13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as:

(a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

EXHIBIT A

LEHMAN PROGRAMS SECURITIES

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0205437527	91668	EUROCLEAR	USD	600,000	\$600,000	6052192
XS0206245234	91668	EUROCLEAR	USD	960,000	\$960,000	6052200
XS0207502781	91668	EUROCLEAR	USD	1,050,000	\$1,050,000	6052924
XS0211092316	91668	EUROCLEAR	USD	4,100,000	\$4,100,000	6052925
XS0216140094	91668	EUROCLEAR	USD	2,170,000	\$2,170,000	6052927
XS0221564387	91668	EUROCLEAR	USD	220,000	\$220,000	6052928
XS0229269856	91668	EUROCLEAR	EUR	518,000	\$735,612	6052930
XS0257022714	91668	EUROCLEAR	EUR	210,000	\$298,221	6052931
XS0276510111	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052932
XS0280241851	91668	EUROCLEAR	USD	2,450,000	\$2,450,000	6052933
XS0301473327	91668	EUROCLEAR	SEK	225,000	\$33,274	6052934
XS0301813522	91668	EUROCLEAR	USD	510,000	\$510,000	6052935
XS0314889154	91668	EUROCLEAR	USD	920,000	\$920,000	6052936
XS0318224598	91668	EUROCLEAR	USD	250,000	\$250,000	6052937
XS0319211982	91668	EUROCLEAR	USD	1,300,000	\$1,300,000	6052938
XS0319273404	91668	EUROCLEAR	USD	220,000	\$220,000	6052939
XS0319610845	91668	EUROCLEAR	EUR	1,550,000	\$2,201,155	6052940
XS0326215893	91668	EUROCLEAR	USD	150,000	\$150,000	6052941
XS0327725528	91668	EUROCLEAR	USD	160,000	\$160,000	6052942
XS0328596316	91668	EUROCLEAR	USD	120,000	\$120,000	6052943
XS0332025120	91668	EUROCLEAR	USD	180,000	\$180,000	6052944
XS0333420395	91668	EUROCLEAR	USD	400,000	\$400,000	6053994
XS0334732491	91668	EUROCLEAR	USD	710,000	\$710,000	6052946
XS0334918322	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052948
XS0336617625	91668	EUROCLEAR	USD	550,000	\$550,000	6052949
XS0337787161	91668	EUROCLEAR	USD	1,350,000	\$1,350,000	6052950

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339184615	91668	EUROCLEAR	USD	350,000	\$350,000	6052951
XS0339215351	91668	EUROCLEAR	USD	540,000	\$540,000	6052952
XS0339538448	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052953
XS0340222750	91668	EUROCLEAR	USD	700,000	\$700,000	6052954
XS0340592681	91668	EUROCLEAR	USD	2,510,000	\$2,510,000	6052955
XS0344095871	91668	EUROCLEAR	USD	1,280,000	\$1,280,000	6052956
XS0346122343	91668	EUROCLEAR	USD	720,000	\$720,000	6052957
XS0346461634	91668	EUROCLEAR	USD	2,670,000	\$2,670,000	6052958
XS0346466781	91668	EUROCLEAR	USD	3,850,000	\$3,850,000	6052959
XS0346859084	91668	EUROCLEAR	USD	680,000	\$680,000	6052960
XS0347452855	91668	EUROCLEAR	USD	190,000	\$190,000	6052961
XS0347872128	91668	EUROCLEAR	USD	1,000,000	\$1,000,000	6052962
XS0347925264	91668	EUROCLEAR	USD	190,000	\$190,000	6052963
XS0349904689	91668	EUROCLEAR	USD	500,000	\$500,000	6052964
XS0351984827	91668	EUROCLEAR	USD	180,000	\$180,000	6052965
XS0352917768	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052966
XS0362500380	91668	EUROCLEAR	USD	3,070,000	\$3,070,000	6052967
XS0364167006	91668	EUROCLEAR	USD	2,390,000	\$2,390,000	6052968
XS0366383387	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052969
XS0353780900	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052970
XS0128857413	91279	EUROCLEAR	EUR	130,000	\$184,613	6054090
XS0206245234	91279	EUROCLEAR	USD	950,000	\$950,000	6054091
XS0207502781	91279	EUROCLEAR	USD	50,000	\$50,000	6054092
XS0216140094	91279	EUROCLEAR	USD	550,000	\$550,000	6054093
XS0264674549	91279	EUROCLEAR	GBP	60,000	\$107,334	6054094
XS0271141565	91279	EUROCLEAR	GBP	50,000	\$89,445	6054095

EXHIBIT A**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0276510111	91279	EUROCLEAR	USD	1,940,000	\$1,940,000	6054096
XS0276510111	91279	EUROCLEAR	USD	50,000	\$50,000	6054097
XS0299141332	91279	EUROCLEAR	GBP	1,000,000	\$1,788,900	6054098
XS0301813522	91279	EUROCLEAR	USD	400,000	\$400,000	6054099
XS0314889154	91279	EUROCLEAR	USD	50,000	\$50,000	6054100
XS0319211982	91279	EUROCLEAR	USD	430,000	\$430,000	6054101
XS0319273404	91279	EUROCLEAR	USD	300,000	\$300,000	6054103
XS0319610845	91279	EUROCLEAR	EUR	110,000	\$156,211	6054104
XS0320655540	91279	EUROCLEAR	USD	1,000,000	\$1,000,000	6054105
XS0326215893	91279	EUROCLEAR	USD	310,000	\$310,000	6054106
XS0327725528	91279	EUROCLEAR	USD	260,000	\$260,000	6054107
XS0332025120	91279	EUROCLEAR	USD	480,000	\$480,000	6054108
XS0333117611	91279	EUROCLEAR	USD	950,000	\$950,000	6054109
XS0333420395	91279	EUROCLEAR	USD	700,000	\$700,000	6054110
XS0334918322	91279	EUROCLEAR	USD	910,000	\$910,000	6054111
XS0337787161	91279	EUROCLEAR	USD	70,000	\$70,000	6054112
XS0339184615	91279	EUROCLEAR	USD	500,000	\$500,000	6054113
XS0339538448	91279	EUROCLEAR	USD	460,000	\$460,000	6054114
XS0340592681	91279	EUROCLEAR	USD	2,770,000	\$2,770,000	6054115
XS0344095871	91279	EUROCLEAR	USD	370,000	\$370,000	6054116
XS0346461634	91279	EUROCLEAR	USD	1,100,000	\$1,100,000	6054117
XS0346466781	91279	EUROCLEAR	USD	260,000	\$260,000	6054119
XS0347229352	91279	EUROCLEAR	CAD	900,000	\$840,729	6054120
XS0347872128	91279	EUROCLEAR	USD	100,000	\$100,000	6054121
XS0349904689	91279	EUROCLEAR	USD	80,000	\$80,000	6054122
XS0351984827	91279	EUROCLEAR	USD	1,080,000	\$1,080,000	6054123

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0364167006	91279	EUROCLEAR	USD	350,000	\$350,000	6054124
XS0366383387	91279	EUROCLEAR	USD	700,000	\$700,000	6054125
XS0277470943	91279	EUROCLEAR	USD	100,000	\$100,000	6054126
XS0301519681	91279	EUROCLEAR	USD	240,000	\$240,000	6054127
				Total:	\$74,355,494	

* Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0705 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.



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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058578 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) BAWAG P.S.K. Invest GmbH Georg-Coch-Platz 2 1010 Wien, Austria Attention: Robert ZENZ Telephone number: +43 1 24 102-23063 Email Address: robert.zenz@bawagpskfonds.at		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ _____ Please see attachment (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): _____ Please see attachment (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: _____</p> <p>Please see attachment (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: _____</p> <p>Please see attachment (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 30 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
<p>Date: 10/30/09</p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p> Jerome Ranawake, Attorney-in-Fact 520 Madison Ave, 34F, NY, NY 10022, 212 277 4034</p>			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076**

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ATTACHMENT TO PROOF OF CLAIM OF BAWAG P.S.K. INVEST GMBH
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the *Petition Date*) and periodically thereafter, Lehman Brothers Holdings Inc. (**LBHI**), and certain of its subsidiaries (LBHI, together with such subsidiaries, the *Debtors*), filed voluntary petitions (the *Chapter 11 Cases*) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the *Bankruptcy Code*). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the *Bar Date Order*) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the *Bar Date*) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the *Securities Programs Bar Date*).

3. BAWAG P.S.K. Invest GmbH (the *Claimant*) accordingly files this Lehman Programs Securities Proof of Claim (the *Proof of Claim*) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of Claimant's

customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the following Lehman Programs Securities:²

International Securities Identification Number (ISIN)	Depository Blocking Reference Number	Depository Participant Account Number	Principal Component	Interest Component (up to and including September 15, 2008)	Amount of Claim
XS0252835110	CA14785	19640	\$1,424,400.00	\$8,588.00	\$1,432,988.00
XS0231181222	CA14771	19640	\$1,210,740.00	\$38,453.82	\$1,249,193.82
XS0238228901	CA14775	19640	\$1,068,300.00	\$20,758.21	\$1,089,058.21
XS0282937985	CA22485	19640	\$1,424,400.00	\$19,182.00	\$1,443,582.00
XS0257022714	CA14889	19640	\$997,080.00	\$436.97	\$997,516.97
Total:			\$6,124,920.00	\$87,419.00	\$6,212,339.00

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 6,124,920.00 and aggregate accrued and unpaid interest amount or other return (up to and including September 15, 2008) of USD 87,419.00. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to, the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than **USD 6,212,339.00** (the *Lehman Programs Securities Claim*). The foregoing amounts have been converted from EUR to US dollars using the exchange rate prevailing on the Petition Date.

5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of

¹ The Bar Date Order provides "claims based on any Lehman Programs Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

² The Bar Date Order provides "persons or entities that file claims based on any Lehman Programs Security are not required to attach or submit any documentation supporting any claim based on such Lehman Programs Security." Bar Date Order at p. 14.

claim for any additional claims which may be based on the same or additional documents or grounds of liability.

6. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

7. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Programs Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Programs Security.

8. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against

Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in Section 503(b) of the Bankruptcy Code.

9. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under Sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

10. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any of the contracts described herein or that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

11. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;

(b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

12. All notices regarding this Proof of Claim should be sent to: BAWAG P.S.K. Invest GmbH, Georg-Coch-Platz 2, 1010 Wien, Austria, Attention: Robert ZENZ, with copies to Freshfields Bruckhaus Deringer US LLP, 520 Madison Avenue, 34th Floor, New York, New York 10022, Telephone number: 212-277-4000, Attention: Jerome Ranawake and Yehuda Herbst.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT **BAWAG P.S.K INVEST GmbH** a corporation duly organized and validly existing under the laws of the Republic of Austria, registered in the company register of **Handelsgericht Wien, Marxergasse 1a, 1030 Vienna** under **FN 70844h**, with corporate seat in **1010 Vienna, Austria** and business address at **Georg-Coch-Platz 2, 1010 Vienna, Austria** (the "Company"), represented by **Alois Steinböck** and **Dr. Peter Pavlicek** as members of the management board, each with the power to represent the Company jointly with another member of the management board, the undersigned claimant in the bankruptcy cases styled **In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP)** (Jointly Administered) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York, hereby authorizes **Jerome Ranawake and Harvey Dychiao of Freshfields Bruckhaus Deringer US LLP**, acting jointly or singly, as attorneys in fact for the undersigned, with the full power of attorney to execute and/or file all proofs of claim, documents or court papers he may consider necessary or advisable in connection with the claims to be made in the Bankruptcy Case.

BAWAG P.S.K INVEST GmbH further declares that this power of attorney is given for the purpose of vesting in the attorney in fact all authority required or desirable to be vested in an attorney in fact for the above-stated purpose and gives and grants the attorney in fact full and absolute power and authority to do all things necessary to be done in and about the premises.

This Power of Attorney shall be construed in accordance with, and this Power of Attorney and all matters arising out of or relating in any way whatsoever to this Power of Attorney shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand this 15th day of October 2009.

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien
Signed and Delivered
in the Presence of

Name Mag. Robert Zenz
Title Legal Counsel

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien

Name Mag. Robert Zenz
Title Legal Counsel

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien

Alois Steinböck
Member of the Management Board
for

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien

Dr. Peter Pavlicek
Member of the Management Board
for
BAWAG P.S.K. Invest GmbH

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RECEIVED BY:

10/30/09
DATE

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United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000058813

Note: This form may not be used to file claims other than those
based on Lehman Programs Securities as listed on
<http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB

With a copy to:

Cleary Gottlieb Steen & Hamilton LLP
Attention: Seth Grosshandler, Esq.
One Liberty Plaza
New York, NY 10006

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: +44 (20) 7774 1244 Email Address: john.tribolati@gs.com

Name and address where payment should be sent (if different from above)

Please see attached for account and wire details.

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ Please see attached. (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): Please see attached. (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

Please see attached. (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

Please see attached. (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

10/30/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

John H. Tribolati, Managing Director

FOR COURT USE ONLY

FILED / RECEIVED

OCT 30 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076**

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ATTACHMENT TO PROOF OF CLAIM FORM
OF GOLDMAN SACHS INTERNATIONAL

This proof of claim (the "Claim") is submitted by Goldman Sachs International, a company duly organized and existing under the laws of England and Wales ("GSI"), which maintains an office at Peterborough Court, 133 Fleet Street, London EC4A 2BB. This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, GSI hereby asserts a claim against Lehman Brothers Holdings Inc. ("LBHI") in an amount not less than \$1,120,000 arising pursuant to the terms and conditions of certain guarantees of Lehman Program Securities, as that term is defined in the Bar Date Order discussed below.

I. Background

On September 15, 2008 (the "Petition Date"), LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)].

Pursuant to the Bar Date Order, the Bankruptcy Court set September 22, 2009 at 5:00 p.m. as the bar date (the "Bar Date") for each person or entity to file proofs of claim based on pre-petition claims against LBHI, with certain specific exceptions as provided for in the Bar Date Order. One of those exceptions relates to certain specifically identified securities, referred to collectively as "Lehman Programs Securities," a list of which is available on <http://www.lehman-docket.com>. The Bar Date Order provides that on or before November 2,

2009 at 5:00 p.m. (the “Securities Programs Bar Date”) holders of claims based on amounts owed pursuant to any Lehman Program Security (as defined in the Bar Date Order and including claims based on related guarantees) must complete the Securities Program Proof of Claim Form (as defined in the Bar Date Order). As explained in the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities, dated July 27, 2009, each Securities Program Proof of Claim must include either a Euroclear Bank Electronic Instruction Reference Number, a Clearstream Bank Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a “Blocking Number”) with respect to each Lehman Program Security for which such Securities Program Proof of Claim is filed. The Bar Date Order explicitly does not require entities that file Securities Program Proofs of Claim to submit any documentation supporting such claims, but the Debtors (as defined in the Bar Date Order) reserve the right to seek production of all documentation required by Bankruptcy Rule 3001(c) as part of the claims reconciliation process.¹

II. The Claim

GSI is the record holder and beneficial owner of Lehman Program Securities, which are issued by an LBHI affiliate and guaranteed by LBHI² as more fully described in the chart below:

ISIN	Blocking No.	Depository Participant Account No.	Issuer	Maturity Date	Principal Amount
XS0336623433	6055380	94589	Lehman Brothers Treasury Co. B.V.	January 8, 2020	USD 1,120,000

¹ GSI is not submitting supporting documentation as it is voluminous and not required by the terms of the Bar Date Order but reserves the right to later do so.

² The guarantees are evidenced pursuant to: (a) separate guarantees by LBHI of specific issuances set forth in the relevant offering documents for the particular issuance, (b) separate stand-alone guarantee agreements, or (c) global guarantees through which LBHI generally guaranteed the obligations of certain entities. GSI will provide guarantee documentation specific to a particular claim upon request.

As of the Petition Date and with respect to each Lehman Program Security identified in the table above, LBHI was and still is indebted to GSI for the payment of all principal, nominal, notional or other amounts (howsoever described in the documentation governing such Lehman Program Security) included in the "Principal Amount" column in the table above in respect of such Lehman Program Security, plus all other amounts relating to such Lehman Program Security that accrued as of or after the Petition Date, including, without limitation, interest, premium, costs and any other amounts payable in respect of such Lehman Program Security (howsoever described in the documentation governing such Lehman Program Security) (all such amounts, in the aggregate, the "Indebtedness").

As a holder of the Lehman Program Securities, GSI is owed all Indebtedness arising under such Lehman Program Securities and hereby asserts an unsecured claim against LBHI for all such Indebtedness (subject to any right of GSI to set-off that might arise from claims that LBHI may assert or has asserted against GSI or otherwise).

III. Miscellaneous

GSI reserves the right to withdraw, amend, clarify, modify or supplement this Claim to assert additional claims (including, without limitation, additional administrative expense claims (including, without limitation, misdirected wires and claims arising from postpetition contracts, activity, torts, etc. of LBHI), claims for which a bar date has not yet been set, secured claims and/or general unsecured claims) and/or to assert additional grounds for its claims against LBHI. GSI also reserves all rights accruing to it or its affiliates against LBHI or its estate, and the submission of this Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any rights of GSI or its affiliates. In addition, GSI reserves the right to supplement this Claim with relevant documents to the extent

necessary. Furthermore, GSI reserves the right to withdraw this Claim for any reason whatsoever. GSI reserves all rights and remedies against affiliates of LBHI or any other third parties.

This Claim shall not be deemed to be a waiver of GSI's right (i) to have final orders in noncore matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs or recoupments to which GSI is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs and recoupments GSI expressly reserves. To the extent that LBHI has made or makes any claims against GSI, GSI reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights. This claim solely relates to the Lehman Program Securities having the ISINs expressly listed herein. This claim is in addition to and does not supersede the proofs of any other claim that has been or may be filed by GSI unless expressly stated otherwise.

Any notices sent in connection with the Claim should be addressed to GSI at the address below:

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB
Attn: John Tribolati
Attn: Caroline Carr

and

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attn: Seth Grosshandler, Esq.

The information with respect to the account where any payment to GSI in respect
of this Claim should be made is as follows:

ABA No: 021000089

Bank Name: Citibank

City: New York

A/C #: 40616408

Entity Name: Goldman Sachs International


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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000060485	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Privatbank IHAG Zürich AG Bleicherweg 18 CH - 8022 Zürich Switzerland		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: +41 44 205 1333 Email Address: scn(at)pbihaq.ch Name and address where payment should be sent (if different from above) JP Morgan Chase New York 270 Park Avenue New York NY USA Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ 38,869,207.88 (Required)</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): see attached list (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p>see attached list (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p>see attached list (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 1px solid black; padding: 5px; text-align: center;">FILED / RECEIVED OCT 30 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: 29 Oct 09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		
<p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p> <p>Privatbank IHAG Zürich AG</p> <p><i>[Signature]</i></p> <p>Dr. Michael Gubser</p>			

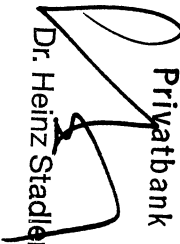
**List of claim Lehman Securities Program
for Privatbank IHAG, Zurich, Switzerland**


ISIN	Amount of Claim in USD	Custodian	Custodian Account No.:	Custodian Blocking Reference	Issuer
XS0311887250	3'921'283.00	Clearstream	31518	CA88149	Lehman Brothers Securities NV
XS0250113502	26'879'445.00	Clearstream	31518	CA89356	Lehman Brothers Treasury Bv
CH0029197156	48'323.19	SIX SIS	CH103162	6533452451120709	Lehman Brothers Treasury Bv
CH0036891395	75'018.00	SIX SIS	CH103162	2039822749120709	Lehman Brothers Securities NV
XS0323590199	4'832'318.55	Clearstream	31518	CA99692	Lehman Brothers Securities NV
XS0267460359	28'993.91	Clearstream	31518	CA88224	Lehman Brothers Treasury Bv
XS0320322901	33'826.23	Clearstream	31518	CA88223	Lehman Brothers Securities NV
XS0350507959	2'300'000.00	Clearstream	31518	CA88222	Lehman Brothers Treasury Bv
XS0292248977	750'000.00	Clearstream	31518	CA44113	Lehman Brothers Treasury Bv

Pg 26 of 88

Total Amount of Claim in USD	38'869'207.88
---	----------------------

Middle rate as of 15th September 2008:	
EUR/USD	1.4659
USD/CHF	1.0347


Privatbank IHAG Zürich AG
 Dr. Heinz Stadler


Dr. Michael Gubser
 Stv. Direktor



Unterschriftenverzeichnis
List of Signatures

April 2009

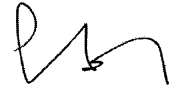
Verwaltungsrat
Board of Directors

Geschäftsleitung
Executive Board

Gratian Anda
Präsident
Chairman



Dr. Heinz Stadler
Vorsitzender der Geschäftsleitung
Chief Executive Officer



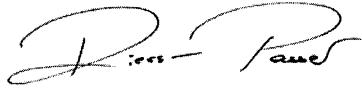
Peter Bretscher
Mitglied
Member



Peter D. Rüegg
Stellvertretender Vorsitzender
der Geschäftsleitung
Deputy Chief Executive Officer



Dr. Susanne Riess-Passer
Mitglied
Member



Jürg Bretscher
Mitglied
Member



Prokuristen
Assistant Vice Presidents

Jean-Paul Aebischer

ppa J. Aebischer

Adriano Bagnolo

ppa A. Bagnolo

Angelo Bianchera

ppa A. Bianchera

Erwin Corpataux

ppa E. Corpataux

Christa Derungs

ppa C. Derungs

Evangelos Giannoulas

ppa E. Giannoulas

Christian Lang

ppa C. Lang

Christian Manetsch

ppa C. Manetsch

Karl Mettler

ppa K. Mettler

Monica Rohrer

ppa M. Rohrer

Pascale Nina Sameli

ppa P. Sameli

Susanna Schellenbaum

ppa S. Schellenbaum

Paul Schuler

ppa P. Schuler

Cornelia Schweizer

ppa C. Schweizer

Tobias Steiner

ppa T. Steiner

René Untersander

ppa R. Untersander

Madeleine Wanner-Boner

ppa M. Wanner-Boner

Fernand Zurbriggen

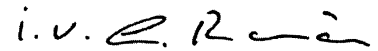
ppa F. Zurbriggen

Handlungsbevollmächtigte
Authorized Officers


Andreas Bösch

i.V. 

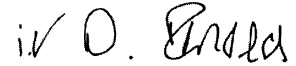
Andreas Ramon

i.V. 

Monique Gnädinger

i.V. 

Doris Renold

i.V. 

Marlene Holdener

i.V. 

Patrizia Saxer Simone

i.V. 

Brigitte Kälin-Reding

i.V. 

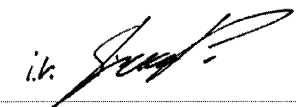
Jaqueline Stephan

i.V. 

Regula Bosch Nussbaumer

i.V. 

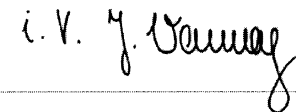
Patric Stocker

i.V. 

Sandra Michel

i.V. 

Janine Vannaz

i.V. 

Peter Niederberger

i.V. 

Rosangela Pangari

i.V. 

Laura Pascolin

i.V. 

Monika Prinz

i.V. 

Allgemeine Bestimmungen

Zur verbindlichen Zeichnung namens der Privatbank IHAG Zürich AG bedarf es grundsätzlich der gemeinsamen Unterschrift von zwei zeichnungsberechtigten Personen.

Die Handlungsbevollmächtigten können nicht gemeinsam mit einem zweiten Handlungsbevollmächtigten rechtsverbindlich zeichnen, sondern nur gemeinsam mit einer der übrigen zeichnungsberechtigten Personen.

Die den Handlungsbevollmächtigten im Sinne von Art. 462 des Schweizerischen Obligationenrechts erteilte Vollmacht erstreckt sich auch auf das Eingehen von Wechselverbindlichkeiten (einschliesslich Bankchecks). Im Übrigen beschränkt sich das Zeichnungsrecht der Handlungsbevollmächtigten auf die gewöhnlich vorkommenden Bankgeschäfte.

General Remarks


In principle, only joint signatures by two persons who are authorized to sign constitute a binding signature on behalf of Privatbank IHAG Zürich AG.

The joint signatures of two authorized signatories do not constitute a legally binding signature. To make a bank signature binding, an authorized signatory must sign jointly with another person authorized to sign other than an authorized signatory.

The authority conferred upon authorized signatories pursuant to article 462 of the Swiss Federal Code of Obligations also includes the power to sign drafts, bills of exchange as well as banker's checks, etc. In all other cases, the authority to sign of authorized signatories is restricted to usual banking transactions.

Direktion
Management

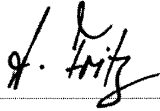
Hanspeter Schudel
Direktor
Senior Vice President



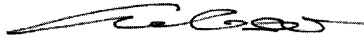
Daniel Albisser
Stellvertretender Direktor
First Vice President



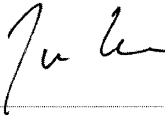
Alice Fritz
Stellvertretende Direktorin
First Vice President



Dr. Michael Gubser
Stellvertretender Direktor
First Vice President



Daniel Junker
Stellvertretender Direktor
First Vice President



Andreas Krattiger
Stellvertretender Direktor
First Vice President




Aurel F. J. Lüthi
Stellvertretender Direktor
First Vice President



Adrian Nussbaumer
Stellvertretender Direktor
First Vice President



Jürg Ragaz
Stellvertretender Direktor
First Vice President



Marco Sinkwitz
Stellvertretender Direktor
First Vice President



Luca Angelastri
Vizedirektor
Vice President



Stefan Becker
Vizedirektor
Vice President



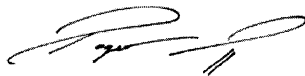
Per Classon
Vizedirektor
Vice President



Urs Eberhard
Vizedirektor
Vice President



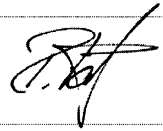
Roger Egg
Vizedirektor
Vice President



Marco Gerber
Vizedirektor
Vice President



Rolf Hälgi
Vizedirektor
Vice President



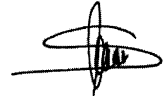
Daniel Kobler
Vizedirektor
Vice President



Christoph Kaufmann
Vizedirektor
Vice President



Sandrine Koller
Vizedirektorin
Vice President



Richard Ott
Vizedirektor
Vice President



Vera Quast
Vizedirektorin
Vice President



Katharina Schär
Vizedirektorin
Vice President



Michael Schiller
Vizedirektor
Vice President



Marcel Spring
Vizedirektor
Vice President



Bruno Springer
Vizedirektor
Vice President



Walter Wenger
Vizedirektor
Vice President



Matthias Wullschlegler
Vizedirektor
Vice President



Privatbank IHAG Zürich AG
Bleicherweg 18
Postfach
CH-8022 Zürich

Telefon +41 44 205 11 11
Fax +41 44 205 12 85

info@pbihag.ch
www.pbihag.ch

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Express Worldwide
Partnership

DOX

10017 New York New York
3rd Floor
757 Third Avenue
Lehman Brothers Holding Claims Process
Epik Bankruptcy Solution LLC

Phone: +

Switzerland
Wynauke Gndinger +41 44 205 1111
3002 Zurich
CH SWITZERLAND

Origin ZRH

US-ZYP-

Day Time

Piece Weight 0.1 kg
Pickup date: 2009-10-29

Piece 1/1

10017 New York, United States
L025 ZYP-TSS

Origin: ZRH

DOX

10017 New York, United States
L025 ZYP-TSS

Origin: ZRH

Ref code: Herr A. Bagnolo

Date: 2009-10-29

Day Time

Shipment Weight: 1/1

Place

Content description: 1/1

Waybill 118906951

US\$10017 + 42000000

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EXPRESS WORLDWIDE

EXPRESS WORLDWIDE

EXPRESS WORLDWIDE

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United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000060903



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

ASSET PLUS ENTERPRISES LIMITED
RM. 1617, BEVERLY COMMERCIAL CENTRE, 87-105,
CHATHAM ROAD, TSIMSHATSUI, HONG KONG

82-10-3235-2720

Telephone number:

Email Address:

peterk@ksisteel.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

TO BENEFICIARY: ASSET PLUS ENTERPRISES LIMITED
ACCOUNT NUMBER: 8023481211
BANK: FORTIS BANK HONG KONG BRANCH, HONG KONG

Telephone number: 8210-3235-2720

Email Address:

peterk@ksisteel.com

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 500,000.00 (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0330867689 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

9524965

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

27770

(Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

30/Oct/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

bp, Joo Hoon (KANG, DOO HOON/DIRECTOR)

FOR COURT USE ONLY

FILED / RECEIVED

NOV 02 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

EXPRESS

REMOVE TO EXPOSE ADHESIVE

US

Track this shipment via the DHL Web Site: <http://www.dhl.com>

DHL **EXPRESS** **DHL Connect** 7814439566

1. Payer account number and insurance details
Charge To: ☒ Shipper ☐ Recipient ☐ 3rd party
Payment Account No. 590128928
Payment Method: ☐ Cash ☐ Cheque ☐ Credit Card
Shipment Insurance: ☐ Yes (insured value) ☐ No (not insured)

2. From (Shipper)
Shipper's account no. 590128928
Contact name: MR. KANG DOO HOON
Shippers reference (up to 32 characters but only first 12 will be shown on invoice): s.y.cho
Company name: K.S. INTERNATIONAL CO., LTD.
Address: KOREA CITY AIR TERMINAL SUITE 613, 159-6 SAMSUNG-DONG, GANGNAM-GU, SEOUL, KOREA, Republic Of (South Korea)
Postcode/Zip Code (required): 135728 (Hong Kong & E-Mail (required): 02 351 2602)

3. To (Receiver)
Company name: LEHMAN BROTHERS HOLDINGS
Delivery address: DHL cannot deliver to a PO Box
LEHMAN BROTHERS HOLDINGS CLAIMS PRO
CESSING CENTER C/O EQIG BANKRUPTCY
SOLUTIONS, 757 THIRD AVENUE 3RD F
NEW YORK NY
Postcode: 10017 Country: United States Of America
Contact name: KIM KIOS HEAD OF CLAIMS PROCESSING
Phone: 11321352-720

4. Shipment details
Total number of packages: 1
Total Weight: 1.00 kg
Dimensions in cm (L x W x H): 10 x 10 x 10
Service: **DOX**
Service Options (extra charges may apply):
*SERVICES AT EQIG

5. Full description of contents
Give content and quantity: Document
*SERVICES AT EQIG

6. Non-Document shipments only (Customs Requirements)
Attach the correct and true copies of a Customs or Commercial Invoice.
Shipper's VAT/IOST number: Receiver's VAT/IOST or Shipper's EIN/SSN
Declared value for customs (as on commercial invoice): Harmonized commodity code if applicable
Type of export: ☐ Permanent ☐ Repair / Return ☐ Temporary
Destination (substitute if left blank receiver pays duties/taxes)
☒ Receiver ☐ Shipper ☐ Other
Specify destination approved recipient number

7. Shipper's agreement (Signature required)
Unless otherwise agreed in writing, I hereby agree that DHL's Terms and conditions of Contract and all the terms of the services including DHL and (1) each Terms and conditions and, where applicable, the relevant Customs laws and the relevant DHL's liability for loss, damage or delay and (2) the shipment does not contain cash or dangerous goods.
Signature: MR. KANG DOO HOON Date: 2009-10-30

8. Products and Services
Exposure Worldwide (doc)

9. DE AT THE TOP

EXPRESS4YOU ENVELOPE

United States Bankruptcy Court/Southern District of New York

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Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000062816



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor (and name and address where notices should be sent if different from Creditor)

The Värde Fund VI-A, L.P.
c/o Brown Rudnick LLP
Seven Times Square
New York, NY 10036
Attn: Howard Steel, Esq.

Telephone number: 212.209.4800

Email Address: hsteel@brownrudnick.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Värde Management, L.P. (agent for The Värde Fund VI-A, L.P.)
8500 Normandale Lake Blvd, Suite 1500
Minneapolis, MN 55437
Attn: Liquid Operations / Operations@varde.com / 952.374.5122
Attn: Scott Hartman / shartman@varde.com / 952.820.1160

Telephone number: (provided above)

Email Address: (provided above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ _____ See Exhibit A, attached (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): _____ See Schedule I, attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Schedule I, attached

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Account holders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See Schedule I, attached

(Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: _____ Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nathan J. Geske
Vice President

(see payment address above)

FOR COURT USE ONLY

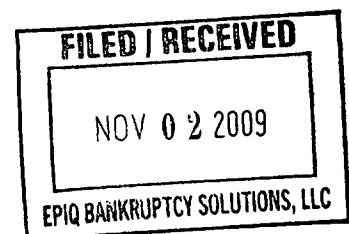


EXHIBIT A

**ADDENDUM TO
PROOF OF CLAIM OF THE VÄRDE FUND VI-A, L.P.**

1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by The Värde Fund VI-A, L.P. ("Värde") against Lehman Brothers Holdings Inc. ("LBHI") and its affiliates, as debtors and debtors-in-possession (collectively, the "Debtors") in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to "Lehman Programs Securities" against LBHI and the Debtors, as more fully described below.

2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. ("LBT") and LBHI (collectively, the "Notes"), and is also a holder of certificates issued by Lehman Brothers Securities N.V. ("LBS") and LBT (collectively, the "Certificates"), as more fully described on the attached Schedule 1.

3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys' and professionals' fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.

4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the "2005 Guarantee"), a copy of which

is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the "2008 Guarantee"), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT's obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde's total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.

6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys' fees and

collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.

9. All notices and distributions in respect of this claim should be forwarded to: The Värde Fund VI-A, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

SCHEDULE 1

Account ID		Account Name		Account Type		Account Status		Account Balance		Account History		Account Details		Account Notes		Account Actions		Account Links		Account Tags		Account Metadata		Account Audit		Account Security		Account Compliance		Account Reporting		Account Analytics		Account Settings		Account Configuration		Account Integration		Account API		Account Documentation		Account Support		Account Feedback		Account Reviews		Account Ratings		Account Comments		Account Suggestions		Account Ideas		Account Features		Account Enhancements		Account Roadmap		Account Vision		Account Mission		Account Values		Account Principles		Account Goals		Account Objectives		Account KPIs		Account Metrics		Account Benchmarks		Account Targets		Account Forecasts		Account Projections		Account Trends		Account Patterns		Account Insights		Account Learnings		Account Lessons		Account Experiences		Account Memories		Account Moments		Account Highlights		Account Achievements		Account Milestones		Account Celebrations		Account Gratitude		Account Appreciation		Account Acknowledgments		Account Thanks		Account Love		Account Care		Account Compassion		Account Kindness		Account Generosity		Account Humility		Account Patience		Account Forgiveness		Account Understanding		Account Empathy		Account Sympathy		Account Pity		Account Compassion		Account Kindness		Account Generosity		Account Humility		Account Patience		Account Forgiveness		Account Understanding		Account Empathy		Account Sympathy		Account Pity		Account Compassion		Account Kindness		Account Generosity		Account Humility		Account Patience		Account Forgiveness		Account Understanding		Account Empathy		Account Sympathy		Account Pity		Account Compassion		Account Kindness		Account Generosity		Account Humility		Account Patience		Account Forgiveness		Account Understanding		Account Empathy		Account Sympathy		Account Pity		Account Compassion		Account Kindness		Account Generosity		Account Humility		Account Patience		Account Forgiveness		Account 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EXHIBIT B

2005 GUARANTEE

06/08/2005

15:41

LEHMAN → 916467582653

NO.504

001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID-2023380294

P.02

11/05/2005 15:41 11/05/2005 15:41
25/05/2005 16:41 11/05/2005 15:41

NO. 290 004
NO. 304 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

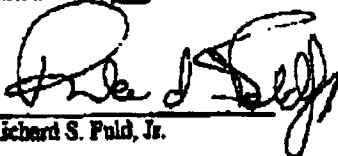
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegates thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

06/08/2005

15:41

LEHMAN → 916467582653

NO. 504

P03

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT C

2008 GUARANTEE

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION COPY

**LEHMAN BROTHERS HOLDINGS INC.
LEHMAN BROTHERS TREASURY CO. B.V.
LEHMAN BROTHERS BANKHAUS AG**

**U.S.\$100,000,000,000
EURO MEDIUM-TERM NOTE PROGRAM**

*Unconditionally and irrevocably guaranteed, as to Notes to be issued by
Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by*

LEHMAN BROTHERS HOLDINGS INC.

GUARANTEE AGREEMENT

in respect of

LEHMAN BROTHERS TREASURY CO. B.V.

24 July 2008

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THIS GUARANTEE AGREEMENT is made as of 24 July 2008

BY

- (1) **LEHMAN BROTHERS HOLDINGS INC.** (the "**Guarantor**")

IN FAVOUR OF

- (2) **HOLDERS** (as defined below); and
(3) **THE ACCOUNTHOLDERS** (as defined below);

WHEREAS

- (A) **LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY CO. B.V. and LEHMAN BROTHERS BANKHAUS AG** (each an "**Issuer**" and together the "**Issuers**") have established a Program (the "**Program**") for the issuance of medium-term notes (the "**Notes**"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "**Fiscal Agency Agreement**") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "**Permanent Global Note**") or by a temporary global Note (the "**Temporary Global Note**") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("**Definitive Notes**") and/or registered Notes ("**Registered Notes**") represented by definitive Notes in registered form ("**Definitive Registered Notes**"), global Notes in registered form ("**Global Registered Notes**") or Notes in registered uncertified form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "**Global Notes**" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("**Australian Domestic Notes**") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("**New Zealand Domestic Notes**") may be issued by Lehman Brothers Treasury Co. B.V. ("**LBTCBV**"), in each case pursuant to a deed poll to be executed by LBTCBV (the "**Deed Poll**"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.

- (B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "**Guaranteed Issuer**") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "**Deed of Covenant**") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

NOW THIS GUARANTEE WITNESSES as follows:

1. **DEFINITIONS**

- 1.1 In this Guarantee the following words and expressions shall have the following meanings:

"**Accountholder**" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;

"**Clearing System**" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;

"**Conditions**" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof;

"**DTC**" means The Depository Trust Company;

"**Guaranteed Note**" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;

"**Holder**" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;

"**Relevant Date**" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and

"**this Guarantee**" shall mean this Guarantee Agreement as amended or supplemented from time to time.

- 1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.
- 1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

2. **GUARANTEE**

2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders ~~the performance by the Guaranteed Issuer of all its obligations~~ pursuant to the Conditions of the Notes including without limitation:

- (a) the ~~due and punctual~~ payment of each amount payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
- (b) any ~~obligation to deliver or procure the delivery of any securities~~ pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith ~~perform or procure the performance of the obligation~~ in accordance with the applicable Conditions upon ~~written demand~~ by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

2.2 This Guarantee is ~~one of payment~~ and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:

- (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
- (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
- (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
- (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
- (e) the release of any such security, guarantee or indemnity;
- (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
- (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

(h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.

2.3 As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

3. **STATUS**

3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (*Negative Pledge with respect to Senior Notes*) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank *pari passu* in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).

3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* among themselves and *pari passu* will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.

3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.

3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

4. **CONTINUING GUARANTEE**

This Guarantee is a continuing guarantee and shall extend to the **ultimate balance of all the obligations of the Guaranteed Issuer** under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

5. **REINSTATEMENT**

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

6. **IMMEDIATE RECOURSE**

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

7. **COVENANTS**

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

8. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

9. **STAMP DUTIES**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

10. PARTIAL INVALIDITY

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

11. NOTICES

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

12. GOVERNING LAW

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

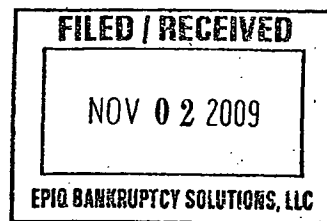
IN WITNESS whereof the Guarantor has executed this Guarantee the day and year first above written.

EXECUTED)
by **LEHMAN BROTHERS HOLDINGS INC.**)
acting by) **PAOLO TONUCCI**

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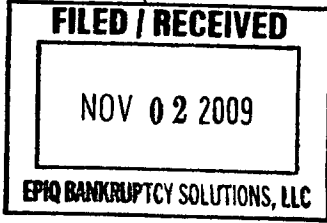
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RECEIVED BY:



DATE

TIME

United States Bankruptcy Court/Southern District of New York		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000063450	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Banca Esperia S.p.A. Via Filodrammatici, 5 20121 Milano Italy Attention: Mr. Luca Pellegrino			
Telephone number: +39 02 88219393 Email Address: luca.pellegrino@gruppoesperia.com			
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY 	
Date: October 30, 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Andrea Cingoli Title: Chief Executive Officer Name: Carla Giannone Title: Head of Legal Department			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.
-----X

**ANNEX TO PROOF OF CLAIM OF
BANCA ESPERIA S.P.A.**

1. Claimant. Banca Esperia S.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding III LP (the "**Obligors**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities issued by

Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 6,414,784.19 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or

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person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.





EXHIBIT 1

ISIN Code	Clearstream blocking #	Clearstream account #	Sub- custodian account #	Issuer	Nominal Amount
XS0243852562	CA94081	88511	1011740600C	Lehman Brothers UK Capital Funding III LP	€ 650,000.00
XS0195431613	CA74749	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 50,000.00
XS0176153350	CA96899	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 221,000.00
XS0176153350	CA18057	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 15,000.00
XS0210782552	CA75303	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 25,000.00
XS0178969209	CA74978	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 130,000.00
XS0211093041	CA75797	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 300,000.00
XS0211093041	CA18304	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 30,000.00
XS0208459023	CA74731	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 2,145,000.00
XS0283497005	CA05026	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 14,000.00
XS0181945972	CA75420	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 855,000.00


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EXHIBIT 2

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD) *	Total (USD) *
XS0243852562	650,000.00	14,107.73	664,107.73	919,815.00	19,963.85	939,778.85
XS0195431613	50,000.00	422.37	50,422.37	70,755.00	597.70	71,352.70
XS0176153350	236,000.00	6,713.21	242,713.21	333,963.60	9,499.86	343,463.46
XS0210782552	25,000.00	546.48	25,546.48	35,377.50	773.32	36,150.82
XS0178969209	130,000.00	3,579.64	133,579.64	183,963.00	5,065.55	189,028.55
XS0211093041	330,000.00	3,804.93	333,804.93	466,983.00	5,384.36	472,367.36
XS0208459023	2,145,000.00	48,081.25	2,193,081.25	3,035,389.50	68,039.78	3,103,429.28
XS0283497005	14,000.00	387.28	14,387.28	19,811.40	548.04	20,359.44
XS0181945972	855,000.00	20,453.14	875,453.14	1,209,910.50	28,943.24	1,238,853.74

Total Claim Amount	USD \$ 6,414,784.19
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* Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.

** Interest accrued until September 14, 2008 (included).

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EXHIBIT 3

Evidence of Ownership

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

27. OCT. 2009 14:00

MCDD CUSTODY

NR. 789 P. 2



BNP PARIBAS SA au capital de 1 772 303 528 euros
Immatriculée sous le n° 662 042 448 RCS - Identifiant C E FR76662042448
Siège social : 16, bld des Italiens - 75009 PARIS - www.bnpparibas.com

**CORPORATE ACTION - AVIS DE BLOCAGEBLOCKING ADVICE ON
LEHMAN CODE**

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number
30026 97574 1011740600C

BANCA ESPERIA SA
VIA DANTE 16
20121 MILANO
ITALIE

reference
0258E - 2009477377

October 20Th, 2009

LEHMAN
«XS0243852562»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C
Isin : XS0243852562
Security name : LEHMAN
Type of event : CONSENT
Instruction quantity : FAMT 650000
Instruction's date : 14/10/2009
Blocking reference : CA94081

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



27. OCT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 19



BNP PARIBAS

BNP PARIBAS SA au capital de 1 772 303 826 euros
Immatriculée sous le n° 682 042 449 RCS - Identifiant C.E. FR76852042449
Siège social : 18, boulevard de la Madeleine - 75009 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

BANCA ESPERIA SA

VIA DANTE 16
20121 MILANO
IT ITALIE

reference
0285^E - 2009478129

OCTOBER 14th, 2009

LEHMAN BROS TSY TV14 CPI EMTN
«XS0195431613 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin : XS0195431613

Security name : LEHMAN BROS TSY TV14 CPI EMTN

Type of event : CONSENT

Instruction quantity : 50000

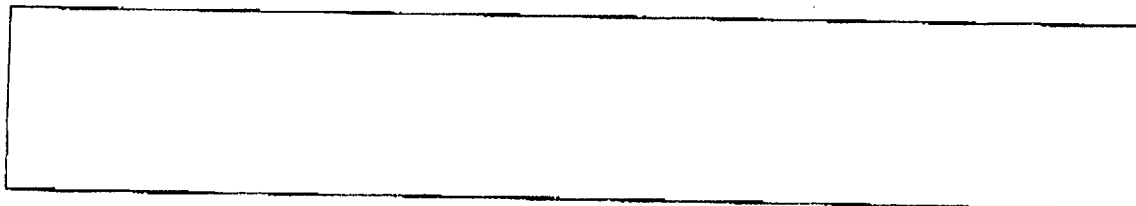
Instruction's date : 13/10/2009

Blocking reference : CA74749

For more information, please feel free to contact your dedicated account manager.

Best regards.

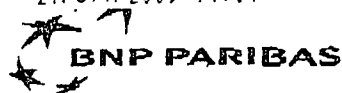
BNP PARIBAS Securities Services



27. OCT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 12



BNP PARIBAS SA au capital de 1 772 303 828 euros
Immatriculée sous le n° 862 042 449 RCS – Identifiant C.E. FR7868204248
Siège social : 18, boulevard des Capucines – 75008 PARIS – www.bnpparibas.com

CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

BANCA ESPERIA SA
VIA DANTE 16
20121 MILANO
IT ITALIE

reference
0258E – 2009477638

October 16th, 2009

**LEHMAN TV03-1013 EMTN
«XS0176153350 »**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin: XS0176153350

Security name : LEHMAN TV03-1013 EMTN

Type of event : CONSENT

Instruction quantity: 221000

Instruction's date: 13/10/2009

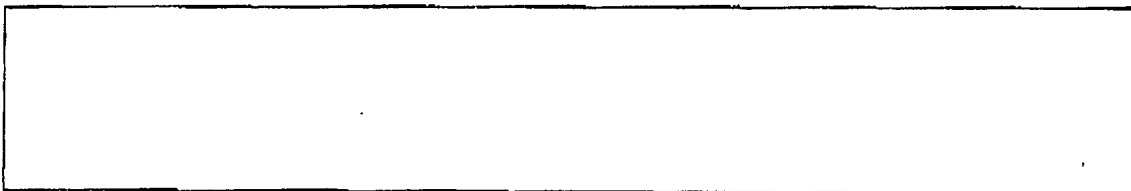
Blocking reference: CA96899

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

A handwritten signature in dark ink, appearing to be a stylized name or set of initials.

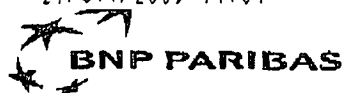


A small, handwritten mark or signature in the bottom left corner of the page.

27. OCT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 7



BNP PARIBAS SA au capital de 1 772 303 528 euros
Immatriculée sous le n° 652 042 449 RCS - Identifiant C.E. FR78892042449
Siège social : 16, boulevard des Capucines - 75009 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

BANCA ESPERIA SA
VIA DANTE 16
20121 MILANO
IT ITALIE

reference
0258E - 2009477638

October 19th, 2009

LEHMAN BROTHERS TV03-1013EMTN
«XS0176153350»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : **1011740600C**

Isin: **XS0176153350**

Security name: **LEHMAN BROTHERS TV03-1013EMTN**

Type of event: **CONSENT**

Instruction quantity: **15000**

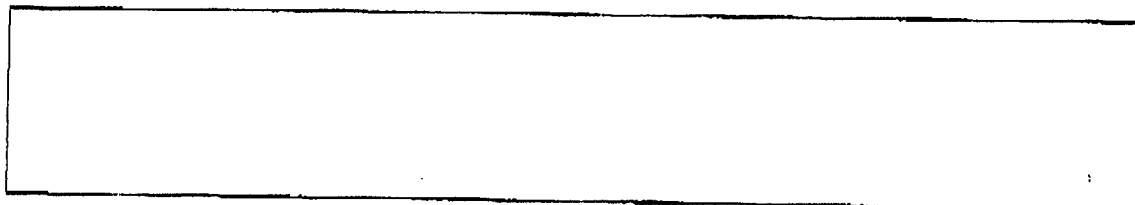
Instruction's date: **19/10/2009**

Blocking reference: **CA18057**

For more information, please feel free to contact your dedicated account manager.

Best regards.

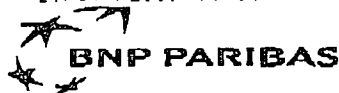
BNP PARIBAS Securities Services



27. OCT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 9



BNP PARIBAS SA au capital de 1 772 393 528 euros
Immatriculée sous le n° 662 042 449 RCS - Identifiant C.E. FR78692042449
Siège social : 16, boulevard des Capucines - 75008 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number
30026 97574 1011740600C

Reference
0258E - 2009477996

BANCA ESPERIA SA

VIA DANTE 16
20121 MILANO
IT ITALY

October 14th, 2009

LEHMAN BROTHERS TV05-010213EMTN
«XS0210782552»

Sirs,

Please find hereafter the information related to your instruction for the consent on
Lehman.

Custody Account: 1011740600C
ISIN: XS0210782552

Security name: LEHMAN BROTHERS TV05-010213EMTN

Type of event: CONSENT

Instruction's date: 13/10/2009

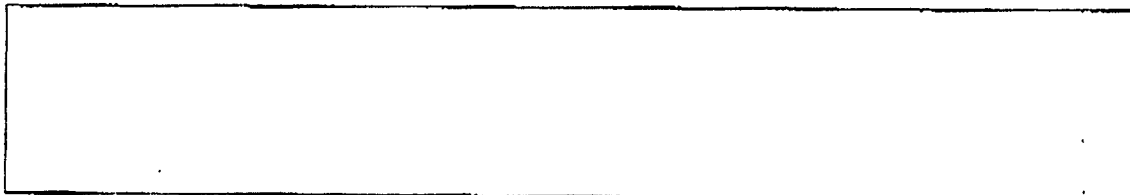
Instruction quantity: 25 000

Blocking reference: CA75303

For more information, please feel free to contact your dedicated account manager.

Best regards.

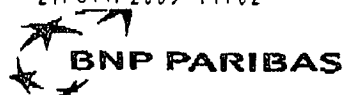
BNP PARIBAS Securities Services



27. OCT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 13



BNP PARIBAS SA au capital de 1 772 303 528 euros
Immatriculée sous le n° 882 042 449 RCS – Identifiant C.5 FR78892042449
Siège social : 16, bd des Capucines – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION – ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

BANCA ESPERIA SA
VIA DANTE 16
20121 MILANO
ITALY

Account number
PARB ITMM 30026 97574
1011740600C BANCA ESPERIA SPA

Reference
0258E – 2009477642

October 14th, 2009

LEHMAN TV13 EMTN
« XS0178969209 »

Sirs,

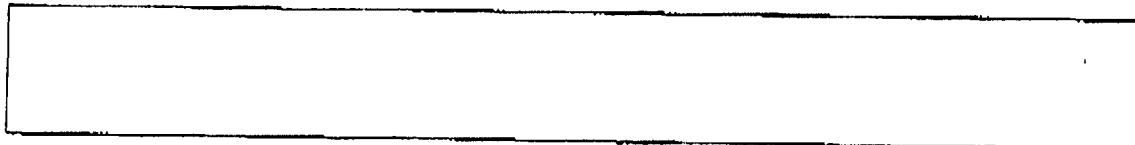
Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C
ISIN: XS0178969209
Security Name: LEHMAN TV13 EMTN
Type of event: CONSENT
Instruction's date: 14-10-2009
Quantity: 130 000 FAMT
Blocking reference: CA74978

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



Handwritten initials
C.f.

27. OCT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 14



BNP PARIBAS SA au capital de 1 772 303 528 euros
Immatriculée sous le n° 682 042 449 RCS – Identifiant C.E. FR70882042449
Siège social : 16, boulevard des Capucines – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number
30026 97574 1011740600C

Reference
0258E – 2009478010

BANCA ESPERIA SA

VIA DANTE 16
20121 MILANO
IT ITALY

October 14th, 2009

LEHMAN BROTHERS TP05-160215
«XS0211093041»

Sirs,

Please find hereafter the information related to your instruction for the consent on
Lehman.

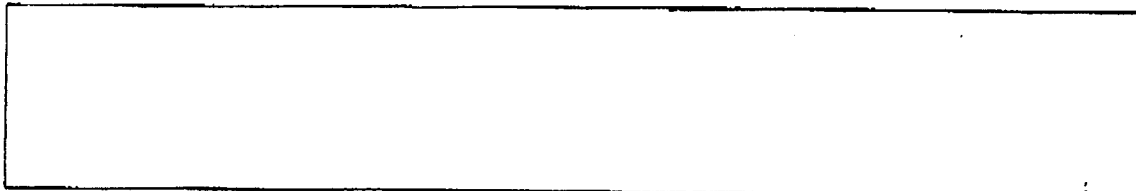
Custody Account: 1011740600C
ISIN: XS0211093041
Security name: LEHMAN BROTHERS TP05-160215
Type of event: CONSENT
Instruction's date: 13/10/2009
Instruction quantity: 300 000

Blocking reference: CA75797

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



dp

27. OCT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 4



BNP PARIBAS SA au capital de 1 772 303 528 euros
Immatriculée sous le n° 882 042 449 RCS - Identifiant C.E. FR76882042449
Siège social : 18, boulevard Haussmann - 75009 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number
30026 97574 1011740600C

Reference
0258E - 2009478010

BANCA ESPERIA SA

VIA DANTE 16
20121 MILANO
IT ITALY

October 20th, 2009

LEHMAN BROTHERS TP05-160215
«XS0211093041»

Sirs,

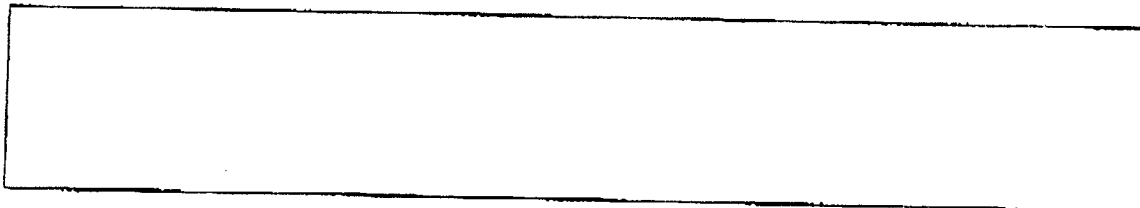
Please find hereafter the information related to your instruction for the consent on
Lehman.

Custody Account: 1011740600C
ISIN: XS0211093041
Security name: LEHMAN BROTHERS TP05-160215
Type of event: CONSENT
Instruction's date: 19/10/2009
Instruction quantity: 30 000
Blocking reference: CA18304

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



27. OCT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 15



BNP PARIBAS

BNP PARIBAS SA au capital de 1 772 303 828 euros
Immatriculée au n° 662 042 449 RCS - Identifiant C.E. FR76662042449
Siège social : 18, boulevard des Capucines - 75008 PARIS - www.bnpparibas.com

CORPORATE ACTION - ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

BANCA ESPERIA SA
VIA DANTE 16
20121 MILANO
ITALY

Account number
PARB ITMM 30026 97574
1011740600C BANCA ESPERIA SPA

Reference
0258E - 2009478115

October 14th, 2009

LEHM.BROTH.TR.7 PCT 16
« XS0208459023 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C
ISIN: XS0208459023
Security Name: LEHM.BROTH.TR.7 PCT 16
Type of event: CONSENT
Instruction's date: 14-10-2009
Quantity: 2 145 000 FAMT
Blocking reference: CA74731

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services.



27. OCT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 11



BNP PARIBAS SA au capital de 1 773 303 528 euros
immatriculée sous le n° 552 042 449 RCS - Identifiant C.E. FR78862042449
Siège social : 16, boulevard des Capucines - 75009 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number
30026 00100 1011740600C

BANCA ESPERIA SA
VIA DANTE 16
20121 MILANO
ITALIE

reference
0258E - 2009477552

October 16TH, 2009

LEHMAN BROS TSY TR07-17
« XS0283497005 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin : XS0283497005

Security name : LEHMAN BROS TSY TR07-17

Type of event : CONSENT

Instruction quantity 14000

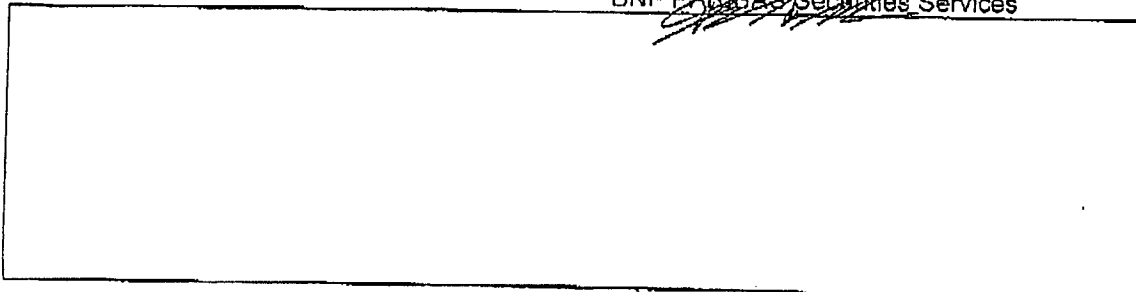
Instruction's date : 13/10/09

Blocking references : CA05026

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



27. OCT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 16



BNP PARIBAS SA au capital de 1 772 303 528 euros
Immatriculée sous le n° 882 042 449 RCS – Identifiant C.E. FR78862042449
Siège social : 18, boulevard des Capucines – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

Account number
30026 97574 1011740600C

Reference
0258E – 2009478144

BANCA ESPERIA SA

VIA DANTE 16
20121 MILANO
IT ITALY

October 14th, 2009

**LEHMAN BROS TP04-14/01/14 FOI
«XS0181945972»**

Sirs,

Please find hereafter the information related to your instruction for the consent on
Lehman.

Custody Account: 1011740600C
ISIN: XS0181945972
Security name: LEHMAN BROS TP04-14/01/14 FOI
Type of event: CONSENT
Instruction's date: 13/10/2009
Instruction quantity: 855 000

Blocking reference: CA75420

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services

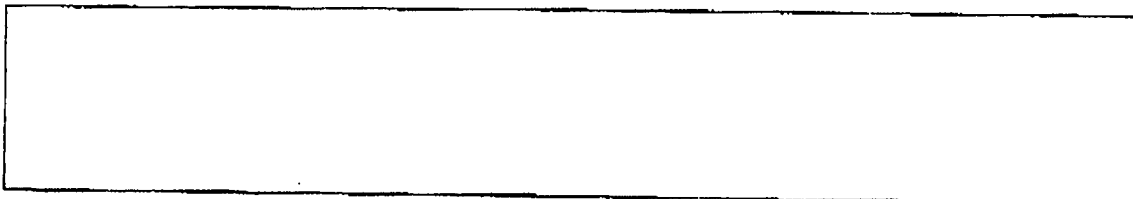


EXHIBIT 4

Written Consent June 9, 2005

#

06/08/2005

16:41

LEHMAN → 916467582653

NO.504 001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

DE. 05. 2005 25/06/2005 16:41
LE-MAN + 316457522651

NO. 290 004
NO. 504 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

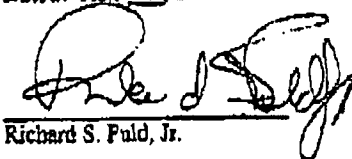
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;


RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber



06/08/2005 16:41 LEHMAN ÷ 916467582653

NO. 504 003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No



BANCA ESPERIA

LA PRIVATE BANK DI MEDIABANCA | MEDIOLANUM | & PARTNERS

United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

Banca Esperia S.p.A.
Via Filodrammatici 5
20121 – Milano
Italy

Attention: Mr Luca Pellegrino

Tel. +39 02 88219393
Fax + 39 02 88219300
E-mail
luca.pellegrino@gruppoesperia.com

October 30, 2009

BANCA ESPERIA S.P.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

Enclosed please find No. 2 original copies of the proofs of claim hereby filed by Banca Esperia S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Banca Esperia S.p.A.

Luca Pellegrino - Legal Department

10017

10017

INTL PRIORITY

10017

INTL PRIORITY CLR
10017
NY-US
EWR

OGSA



NETIP 714326 8140089 10120

Expanded Service
International Air Waybill

Tracking Number 8672 1702 1089

Not all services and options are available to all destinations.

1 From
Date
Sender's Name
Company

BANCA ESPERIA
Via Filodrammatici, 5
20121 MILANO

Address
City
Country
Sender's VAT/ID Number

2 To
Recipient's Name
Company

UNITED STATES BANKRUPTCY COURT
110 WALL STREET OF NEW YORK

Address
City
Country

3 Shipment Information
Total Packages
Total Weight

4a Express Package Service

4b Express Freight Service

Packaging

6a Special Handling

6b Broker Selection

7a Payment

1 Sender's Name
2 Recipient's Name
3 Third Party
4 Credit Card
5 Cash
6 Check

monodex

ALTO ARBITRIS PER
15/04/2016 15:58:48

